

5/7/2002

Carpenter Built, Inc.

P.O. Box 41, Seneca, S.C. 29679
864-882-6247 - Fax 864-882-6605

May 7, 2002

Oconee County Council
415 S. Pine St.
Walhalla, SC 29691

Re: Performance Standards, Subdivision and Land Development

Dear Members,

On behalf of the Home Builder Association of Oconee and most our 220 members, we would like to express our support of this Performance Standard for Subdivisions. We would like to thank County Council, the Planning Commission, and the Planning Department for allowing us the opportunity to provide our expertise in the development of these standards. It has been stated that "the HBA should support this document because they wrote it." This is not true. If we had written it, we would not have included terms like "Half Roads" and "Residential Blocks." We still are not sure what either of these are or have to do with Oconee County. We would have included multifamily housing and more on industrial and commercial subdivisions, as these large projects can have a tremendous impact on our county. One day in the near future, developers will find a way to obtain a workable sewer system for these larger projects.

Our biggest concern with more "red tape" is implementation. As a result of this ordinance, each developer will spend many hours, days, or even weeks preparing the appropriate paper work, obtaining documents, and filing those with the Planning Department. In return, we expect the county to have adequate personnel to handle our applications in a timely manor. It will take many hours of staff time to accomplish this job. We are very concerned about this for two reasons. First, when asked in the past what the cost would be to the county, the response was that it could be handled by current personnel. If this is true, we have county employees now who have had very little or nothing to do! I don't believe this, our tax dollars would never be wasted here in Oconee County, that only happens in Columbia and Washington! In our opinion, additional staff would be needed and that brings me to our second concern. Last month County Council put a freeze on all new hiring through the end of the year. Prior to giving this ordinance third reading approval, Council needs to be assured from all departments involved what the real cost of implementation will be.

The HBA of Oconee is very concerned about our environment. We took a stand against larger setback on our septic systems because those changes were not based on performance. A recent report of a study done here in Oconee showed that our septic systems are in fact performing fine. That same report, indicated that surface water may actually be causing some pollution in our streams and lakes. We are prepared to sit down with interested parties and discuss ways to implement a "performance based filtration system" to protect all of our streams and lakes.

We look forward to working with the county to keep it a beautiful place to work and live.

Respectfully,



Warren Carpenter



Friends Of Lake Keowee Society

2000 good neighbor families, working to keep Lake Keowee clean, safe and beautiful

Phone: (864) 882-1011

E-mail: folks@lakesociety.com
Website: www.friendsoflakekeowee.org

100 Liberty Place, Clemson, SC 29631

May 2, 2002

Oconee County Council

Supervisor and Chairman: Ann Hughes

Council Members: Steve Moore, Kenny Johns, Harry Hamilton, Marion Lyles, Frank Ables

I appreciate the time each of you has taken to meet with me to discuss FOLKS thoughts on reasonable and effective development standards as a means of assuring the future water quality of Lake Keowee and other local lakes and streams. On behalf of our 2000 member families and many others who agree with us, FOLKS proposes two simple additions to the pending Oconee County development standards ordinance before its third reading and final approval.

First, we request that the ordinance include a requirement for specified vegetation in the first 25 feet of the 50 foot setback required between a lake or stream shoreline and any buildings or septic systems. The purpose of the vegetation is to increase absorption and filtering for both storm water runoff and septic system leachate before it reaches the lake or stream water. Such a provision will make a significant difference in the protection of future water quality.

Second, we request that a general statement be added to require proper septic system location and maintenance near waterways. Septic system failures are a major source of lake and stream pollution, and proper maintenance can significantly alleviate this problem. Including a general statement is a reasonable way to establish the requirement and indicate to affected parties that explicit standards may eventually be developed and added to the ordinance.

FOLKS has dedicated considerable effort and resources to make a series of recommendations for inclusion in the recently adopted Pickens County development standards ordinance. Not all of our recommendations were accepted, but the two items above were adopted and are considered a very positive step in paving the way for special protections for exceptional waters such as Lake Keowee. However, the effectiveness of the Pickens ordinance in assuring the future water quality of Lake Keowee will be severely limited without matching provisions in the Oconee ordinance.

We call upon your sense of what is right for our water quality and the public good, and request that the two simple additions outlined above be incorporated into the Oconee development standards ordinance before it is adopted. Attached are the applicable pages from the Pickens ordinance showing language that could be used at the appropriate places in the pending Oconee ordinance.

Sincerely,

for Walker Miller, President
Friends of Lake Keowee Society

OCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green
CC: Phyllis E. Lombard, Finance Director
Ann H. Hagnes, Supervisor-Chair
Melissa Brown, Budget/Grant Supervisor
Oconee County Council Members
FROM: Linda Shugart, Grants Coordinator
DATE: May 3, 2002
SUBJECT: Fiscal Year 2002 Violence Against Women Act (VAWA) Grant

The South Carolina Department of Public Safety, Office of Justice Programs has been designated to administer the FY2002 S.T.O.P. Violence Against Women Act (VAWA). The purpose of VAWA is to encourage states and localities to restructure and strengthen the criminal justice system's response in addressing violence against women and to provide victim services.

We have attached the FY2002 VAWA application for County Council's review. The application has not been submitted to County Council in its entirety, due to the application deadline of May 14th, and the limited available preparation time. The grants division has reviewed the application packet as much as possible in the limited time available and will continue to work closely with Ms. Morgan to assure compliance with local & state regulations. We will forward to County Council the final narrative upon completion. Please note that if Council were to determine that they did not support this application, we can request that it no longer be considered for funding.

We are seeking funding to hire a Criminal Domestic Violence Investigator to investigate crimes of domestic violence. If approved, we will seek funding in the amount of \$81,585; the Department of Justice will fund \$61,189 with the County providing a 25% match of \$20,396.

Please place the attached FY 2002 Violence Against Women Act (VAWA) application on the May 7, 2002 Oconee County Council Meeting Agenda for Council's consideration.

Should you need any additional information, please do not hesitate to call me.

LINDA SHUGART, GRANTS COORDINATOR



STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY

OFFICE OF JUSTICE PROGRAMS

S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT APPLICATION
FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #: _____ Award Date: _____
 Prior Grant #1: _____ #2: _____ #3: _____
 App#: _____ Federal ID No.: _____
 Federal Fiscal Year: _____ Fund Year: _____ Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR-SEE INSTRUCTIONS

1. County #: 37 2 Grant Period: Fiscal Year 2002
 County Name: Oconee County Begin: 10/01/2002 End: 09/30/2003

3. Project Title: S.T.O.P. Violence Against Women Act (VAWA)
 4. Project Summary: Oconee County will hire a Criminal Domestic Violence Investigator to investigate crimes of domestic violence and to provide victim services.

5. Type of Application (Check Applicable Line)
 a. Initial Continuation Revision Reverted
 b. Year of Funds 1st 2nd 3rd Other: _____
 c. Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)
 State City County
 Private, Non-Profit Organization
 Other (Specify): _____
 b. U.S. Congressional District: Third
 7. Name and Address of Implementing Agency
Oconee County Sheriff's Department
415 South Pine Street
Walhalla, South Carolina
 10 Digit Zip: 29691-2278
 (Area) Phone #: (864) 638-4117
 (Area) Fax #: (864) 716-1022

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<u>31630</u>	<u>10543</u>	<u>42173</u>
Contractual Services	_____	_____	_____
Travel	<u>1704</u>	<u>568</u>	<u>2272</u>
Equipment	<u>17246</u>	<u>5749</u>	<u>22995</u>
Renovatory/Construction	_____	_____	_____
Other:	<u>10609</u>	<u>3536</u>	<u>14145</u>
TOTAL:	<u>61189</u>	<u>20396</u>	<u>81585</u>

5. PERCENTAGE 75% 25% 100%

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: State County City
 Other (Explain): _____

S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. _____

CERTIFICATION BY PROJECT DIRECTOR *****PLEASE PRINT OR TYPE THIS PAGE****

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Name: James Singleton Title: Oconee County Sheriff
 Agency: Oconee County Sheriff Dept. Address: 415 South Pine Street
Walhalla, SC 29691
 Phone Number: (864)638-4117
 Fax Number: (864)718-1022 E-mail Address: spruitt@oconeesc.com
 Signature: _____ Bonded: Yes No

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this grant application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Name: Paylis E. Lombard Title: Oconee County Finance Director
 Agency: Oconee County Finance Dept. Address: 415 South Pine Street
Walhalla, SC 29691
 Phone Number: (864)638-4236
 Fax Number: (864)718-1022 E-mail Address: lsugart@oconeesc.com
 Signature: _____ Bonded: Yes No

S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. _____

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

PLEASE PRINT OR TYPE THIS PAGE

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

Name:	<u>Ann H. Hughes</u>	Title:	<u>Oconee County Supervisor</u>
Agency:	<u>Oconee County</u>	Address:	<u>415 South Pine Street</u>
Phone Number:	<u>(864) 638-4204</u>		<u>Walhalla SC 29691</u>
Fax Number:	<u>(864) 718-1022</u>	E-mail Address:	<u>ahughes@occonesc.com</u>
Signature:	_____	Bonded:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND THE OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.



OCONEE COUNTY HUMANE SOCIETY

321 CAMP ROAD • WALHALLA SC • 29691

TELEPHONE 864-638-8798

May 7, 2002

The following is a list of repairs needed at the Oconee County Animal Shelter



OCCONEE COUNTY HUMANE SOCIETY

321 CAMP ROAD • WALHALLA SC • 29691

TELEPHONE 864-638-8798

May 7, 2002

OFFICE BUILDING

- ^{ceiling} CEILING IN OFFICE LEAKING
- SCOTT WHEELER WITH WHEELER HVAC SAID THE HEAT AND AIR UNIT WAS NOT SUFFICIENT FOR THE OFFICE
- SOME ELECTRICAL OUT LETS DON'T WORK
- CAT ROOM FLOOR HOLDS MOISTURE
- EXHAUST FAN IN CAT ROOM DON'T WORK
- 2 OF THE HEAT AND AIR VENTS ARE NOT HOOKED UP
- WATER RUNS UNDER BACK ROOM DOOR DURING HEAVY RAIN
- DOOR GOING FROM THE OFFICE TO THE KENNELS NEEDS REPLACING
- NOT HANDICAPP ACCESSIBLE

*Wiring



OCONEE COUNTY HUMANE SOCIETY

321 CAMP ROAD • WALHALLA SC • 29691

TELEPHONE 864-638-8798

May 7, 2002

KENNEL BUILDING

- LAUNDRY ROOM FLOOR IS FALLING IN
- BATHROOM SINK IN KENNELS DON'T WORK
- 3 DOORS AND 5 WINDOWS NEED REPLACING
- TOP OF KENNELS NEED REPLACING—DURING RAIN WATER FALLS INTO KENNELS AND ANIMALS HAVE NO PLACE TO STAY DRY
- KENNELS 25-31 CONSTANTLY HOLDS WATER-NEED SOME KIND OF DRAINAGE SO THE WATER CAN DRAIN OUT OF THESE KENNELS AND ANIMALS DON'T HAVE TO CONSTANTLY LAY IN WATER
- NOT ENOUGH ROOM TO HOUSE ALL THE DOGS WE ARE HAVING TO DOUBLE DOGS UP IN KENNELS. THE CATS HAVE SUFFICIENT SPACE
- EUTHANIZING ROOM IS NOT BIG ENOUGH. NEED BIGGER FREEZER FOR EUTHANIZED ANIMALS. THE PUBLIC IS CONSTANTLY COMING IN ON US WHILE WE ARE EUTHANIZING ANIMALS.—WE NEED PRIVACY QUARTERS FOR THIS PROCEDURE
- BRUSH NEEDS TO BE CUT OFF THE FENCE AND THE FENCE REPAIRED OR REPLACED

Planning and Building an Animal Shelter

An animal shelter is the physical nucleus of a community animal care and control program, and should be constructed, maintained, and operated so that it is attractive and convenient to the community. Above all, an animal shelter must be a place of security and comfort for the animals sheltered there.

A sheltering facility should be built in a central location accessible to the human population being served, and should be sited and designed in a way that is welcoming to the public. It should provide a safe and healthy environment for both animals and the people who care for them.

Keep in mind that the pre-construction planning phase is absolutely crucial to building a good animal shelter. The HSUS advises animal care and control agencies to spend as much time as necessary to identify its needs and those of its community before planning a new facility. Doing so will help achieve the objective of providing a humane, secure environment for animals and avoid costly errors in the process.

The Humane Society of the United States (HSUS) strongly recommends that local architects hired to build a new shelter consult with an architect experienced in successful shelter design. A list of experienced animal shelter architects is enclosed.

Also enclosed are materials that provide basic information on a number of key aspects of shelter construction. Among the enclosures are floor plans of animal shelters located in different parts of the country and serving widely disparate populations. Please note that while these plans incorporate many essential elements in animal shelter design, they all have certain limitations. For example, in all the designs enclosed, cats and kittens are housed in the same area. The HSUS recommends that shelters house cats and kittens separately to reduce the transmission of contagious diseases such as upper respiratory infections. Despite their limitations, the enclosed plans can be used to show your building committee and architect the variety of approaches to animal shelter design.

For more information on building an animal shelter, see the enclosed materials:

- The Five Phases of a Well-Planned Animal Shelter
- Special Design Considerations for Animal Shelters
- List of New and Renovated Animal Shelter Facilities
- List of Architects with Animal Shelter Design Experience
- Resources for Animal Shelter Construction
- Sample Floor Plans
- Information prepared by Larry Gates, of Gates Hafen Cochrane Architects

*cc: Council
for pocket re:
5/7 council mtg
AM*

Planning, Designing, and Building an Animal Shelter

I. Planning

- A. Incorporating the facility into the organization's long-range plan
- B. Analysis of organizational functions and length of time animals are to be held: e.g. animal control, adoption center, education, holding area for cruelty cases
- C. Anticipated durability - Average service life of an animal shelter: 25 - 30 years
- D. Including operating expenses as part of overall cost
- E. Organizing a building committee
 - 1. Appointed by:
 - a. local government agency
 - b. private shelter's board of directors
 - 2. Responsibilities
 - a. developing a cohesive strategy for the various phases of building a new facility or renovating an existing one:
 - (1) planning
 - (2) design
 - (3) funding
 - (4) construction
 - (5) taking occupancy
 - b. understanding the diverse functions performed in an animal shelter, ensuring they will be conveyed to the architect and building contractor so that the facility will be operated efficiently and cost effectively
 - c. incorporating recommendations from those most experienced in use of the type of facility under consideration: shelter staff
 - d. being familiar with legal considerations, areas of negotiation, and documents related to construction
 - e. ensuring compliance with codes (e.g., fire, building, zoning); ordinances; and requirements of Office of Occupational Safety and Health Administration (OSHA) and Americans with Disabilities Act (ADA)
 - f. recommendations re: type of layout: indoor/outdoor or all indoor
 - g. assessment of the size of planned facility based on demographic needs, as reflected in human and estimated animal populations + future growth potential
 - h. selecting a site which permits future expansion if warranted
 - i. developing a budget based on preliminary floor plan plus site acquisition/preparation, landscaping, and operating costs
 - j. recommending an architect, a contractor, and appropriate consultants

CC: Council

II. Fund-raising

- A. Budget development - Factoring in operating as well as building and equipment costs
- B. Capitalizing the project
 - 1. non-profits
 - a. Capital campaign
 - (1) corporate and individual donors
 - (2) large, intermediate, small donations
 - b. mortgage
 - 2. government-operated
 - a. bonds

2. Consulting - Have designed several or more animal shelters.
- D. OSHA and ADA considerations - Most existing facilities wouldn't pass muster; work to ensure that new construction would do so.
1. Special equipment and facilities (e.g., eyewash stations; staff shower stalls; hydraulic or mechanically assisted lift table in medical exam and euthanasia areas; overhead hose housings; crematorium meeting requirements of state and federal environmental regulatory agencies).
 2. Acoustics - Noise abatement features (material, design, behavioral).
 3. Handicapped access - entryways and restrooms.
 4. Electrical sockets - capped, placed high on walls in areas where floors are holed, steam cleaned.

IV. CONSTRUCTION

A. Key Personnel

1. Contractor (Typically lacks shelter construction experience, as is the case with a local architect; consultants can compensate for this deficiency.)
 - a. construction workers
 - b. inspectors - ensure code compliance
 - c. engineers - perform tests to determine proper curing of concrete; strength; etc.
2. Clerk of the works: serves as supervisor of construction - critical, time-consuming role.
 - a. provides oversight during construction
 - b. serves as liaison between shelter board or public facility's governmental agency and contractor
 - c. may be a paid construction manager independent of the contractor, or a knowledgeable staff person, board member, etc.

B. Types of construction

1. Conventional
2. Pre-fabricated or modular
3. Indoor or Indoor/outdoor

C. Materials, Equipment, and Systems

1. The basics
 - a. Roof (angled or flat?)
 - b. Walls
 - c. Ceilings
 - d. Insulation
 - e. Floors
 - f. Paints, sealants
 - g. HVAC
 - h. Lighting and other electrical systems
2. Equipment and Suppliers
 - a. Mechanical
 - b. Plumbing
 - (1) Hot water
 - (2) Lighting/electrical
 - (3) Heating, Ventilation and Air Conditioning (HVAC)
 - (4) Pressure and Steam Cleaning
 - c. Food preparation
 - d. Kennel areas
 - (1) Caging
 - (2) Fencing
 - e. Crematorium/cold storage/freezer
 - f. Office, education/meeting, staff dining, bathrooms, animal grooming

Thank you for allowing me this time to speak to you on behalf of the newly formed Newry Historical Society. This past winter demolition crews began to remove the Newry mill warehouses. Fearing that the mill might be next, I began an effort to save the mill from the same fate. From a small group of interested people in Newry, I realized early on that we needed some major league players. Years ago, the textile mills of the upstate had baseball teams and a league of their own. We found an important ally in a player from the Newry Mudcats, Mr. Harry Hamilton. I am unclear whether he played for or against the Newry team, but if it was against the Mudcats, his team probably lost. You will notice as you look around the room that some of our supporters are wearing ribbon colors of the Newry Mudcats. Thank you for including us on tonight's agenda.

Construction of the first established mill village in Oconee County began in the year 1893. On June 14, 1894, the big wheel was turned on to begin operation of the first textile mill in Oconee County. This was an historic event that introduced South Carolina, and the upstate, to an era when cotton was king. Captain Courtenay, the founder of Newry and builder of the mill, was Mayor of Charleston during the earthquake of 1888, and through his strong leadership, Charleston was rebuilt. His appointments by two U.S. Presidents, and his service in the Confederate army place him among South Carolina's most esteemed historical figures.

The Village of Newry is listed on the National Register of Historical Places as one of a few surviving turn-of-the-century mill villages in the United States. Two months ago the Mill was selected by the Palmetto Trust for Historic Preservation as one of South Carolina's eleven most endangered properties. It is endangered because it is listed for sale as a demolition property.

The Newry mill must have a change of ownership. And that change of ownership must be to the people of Oconee County who realize the historical significance of preserving our heritage. It must come under the purveyance of an organization that will not, and forever, cannot destroy it. It must be placed into hands dedicated to preservation and safekeeping, and not to demolition.

Few of us in this room are unfamiliar with the term "linthead". Your relative, family friend, or neighbor was among the many who worked the textile mills in Oconee County, built our churches, our schools, our sense of community, and strived to make the family and the community both moral and strong.

Their children became our teachers, our doctors, our firemen and public servants who continue to build strength into our communities.

The Newry mill is a strong structure, with solid brick walls over two feet thick. Brick hand made from the clay banks of the Little River. Large timbers milled from the steep slopes of the surrounding hillsides. Old buildings such as this represent a large energy investment. The energy to make the materials, the energy to construct the buildings, the energy in those thick walls and high ceilings. When an old building is torn down the energy bill is huge. The demolition is energy intensive work, more energy is used to make new building materials, and then even more is consumed in new construction. It could be centuries before the cost is offset by any increased energy efficiency of a new building. And frequently this cost is never offset because older buildings such as the Newry Mill, are often more energy efficient than new ones, or can easily be made so at a fraction of the cost of new construction. Part of our State Museum and the State Revenue offices occupy an old mill in Columbia on floors still oil-stained from the old textile machinery. We are here tonight in an older building refitted for a different use, because our county leaders recognized the value of preservation over demolition.

Unlike many factories, the Newry Mill, with its bell tower suggestive of the clock tower of Clemson's Tillman Hall, is an attractive piece of architecture, unmatched anywhere in Oconee. Captain Courtenay had both a sense of the practical and the aesthetic. We must also embrace these qualities.

But what can be done with this important piece of history that will allow it to continue to serve the people of our county?

A magnet school for the arts, complete with a concert hall, a working textile museum and gallery space for the people of Oconee. Studios for visual and performing arts. Meeting and banquet facilities. Apartments for retired people from the professional art world. A charter school. A civic center available to all the people of Oconee to come and hear and see and experience the many wonderful events available to other communities which already have the facilities to host and sponsor such events. A County Park with a river walk, playground, flower gardens, a bandstand for outdoor performances, music and arts festivals. The property adjacent to the seven acre mill site could also be available for additional space once Newry's new water and sewer systems become operational. These are some of the ideas we, of the Newry Historical Society, have envisioned in our conversations and meetings.

But we need your help. We need your financial assistance for the purchase of the mill. We need your help in locating and acquiring grants to assist us in our quest. The fact that we are a non-profit organization makes us eligible for grant assistance for the stabilization and restoration of the mill, and there are tax incentives at both the federal and the state level for restoration of historic properties. A new tax credit incentive has passed the South Carolina House and the Senate, and now awaits the signature of the Governor, giving investors in historic properties a tangible reason for preserving our history. We also need your help in establishing incentives at the county level for the preservation of our historic properties here in Oconee. Help us make it easier to preserve than to demolish our local treasures.

Colonial Williamsburg was a skid row of tenements in the 1800's, and now it is recognized as one of our great historic treasures in America. We, the people who are here tonight, will not live long enough to see this degree of recognition come to pass for the mill and the village of Newry. But that could become a reality within the second century of Newry's existence. And unless we prove to be good stewards of our heritage by preserving the historical vestments of our community, there will be a blank page in our history books for all future generations.

Oconee County has many valuable historic places and properties. We ask for a resolution from the Oconee County Council to begin exploring the ways in which your role in local government can encourage and enhance historic preservation. We of the Newry Historical Society implore you to do all that is within your power to join with us in preserving this jewel in the crown of Oconee history. It is our imperative - it is our legacy.

Presented at Oconee County Council meeting, May 7, 2002, 7:00 PM.
Herschel Harper speaking for the Newry Historical Society.

of park

**OCONEE COUNTY ATAX GRANT
APPLICANT FORM**

FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization: Devils Fork State Park

B. Address: 161 Holcombe Circle, Salem, SC 29676

C. Organization Overview:

Located along the southern shores of picturesque Lake Jocassee, Devil's Fork State Park offers a variety of recreational opportunities and overnight accommodations to people visiting Oconee County. Opened in 1991, the 644-acre park functions as a gateway to Lake Jocassee providing access for boating, swimming, and fishing in a relatively undeveloped and unspoiled natural setting. The park also provides a variety of overnight accommodations ranging from primitive boat-in campsites along the northern shore of the lake at the base of Musterground Mountain to modern, amenity packed villas. The park operates 20 mountain villas and two campgrounds: (1) the main campground and (2) the afore-mentioned 13 site primitive campground. The main campground consists of 59 paved sites with water and electric hook-ups and 25 sites designated for tents only with no utilities (Figures, Figure 1). The park also operates a picnic/day-use area and a store.

Devils Fork offers a limited number of outdoor educational programs. Day hikes on the Foothills Trail, fall color excursions, winter eagle watches, and Oconee Bell nature walks are a few of the more popular programs held on a yearly basis. A cooperative venture between Duke Energy and the South Carolina State Park Service, Devils Fork provides a quality, environmentally conscience recreation area that blends natural and recreational amenities while minimizing the disturbance of wildlife habitats. The park service manages Devils Fork as a traditional state park (Appendix A) in order to maintain the high quality of facilities and services that visitors to the Golden Corner have come to enjoy and expect.

II. FUNDS REQUESTED

A. ATAX funds requested: \$13,467.00

B. Itemized Budget for ATAX funds requested: Appendix B (3 estimates also attached).

C. Project Benefits:

This project directly benefits overnight guests to Oconee County. The Villas at Devils Fork state Park are rapidly becoming a year round attraction. The campground at the park receives heavy use on spring and fall weekends and throughout the duration of the summer season. Maintaining quality facilities and implementing sustainable management practices directly correspond to the South Carolina State Park Service's two guiding principles of stewardship and service. The proposed projects will improve the conditions of both the campground and the villa area, insuring that they are preserved for the use of future generations. These projects will meet the guiding principles of the State Park Service while enticing patrons to continue visiting the park.

Devils fork State Park will also benefit from the proposed projects. The projects will improve the overall infrastructure of the park and increase the sustainability of the park's resources. Furthermore with increasing budget constraints, a partnership with Oconee County on this type of project would aid Devils Fork in continuing to meet its mission - managing the park in a manner that is consistent with providing quality facilities and protection of its resources, and to serve as a gateway to the unique recreational opportunities of Lake Jocassee. Also, the proposed projects will allow the park staff to stave off erosion that if not halted immediately, may result in either the closing or relocation of several valuable park assets. Oconee County will also benefit. In helping to maintain the high standards and quality of facilities at a popular tourist destination, the county will insure continued overnight visits and subsequent tourist spending.

IV. APPROXIMATE DATES OF PROJECT

Beginning: This project has already begun. Mulch has already been placed around tent sites 21-25. Trail construction began on April 15, 2002 using materials purchased from the \$1,000.00 already allocated toward the project.

Ending: Depending on approval of the requested funds and when they are released, the project (including both phases) will be completed by September 30, 2002.

V. APPLICATION CATEGORY

Government Entity: Devils Fork State Park (South Carolina State Park Service)

VI. DEMOGRAPHIC DATA

The proposed project will serve to strengthen Devils Fork's influence on tourism in Oconee County. Prior to opening in 1991 no appreciable overnight accommodations providing lake access were available to people visiting Lake Jocassee. Very limited primitive camping facilities were located at Dismal Creek near the South Carolina/North Carolina border, but Oconee County received no money in the form of accommodations tax from this campground. Since opening in 1991, Devils Fork State Park has steadily become a popular destination for visitors to the Golden Corner. The park has generated over \$700,000 of annual revenue four out of the last five years (Table 1). The park has also collected in excess of \$100,000 in accommodations taxes since opening in 1991 (Table 2). Visitors to Devils Fork have also had a positive impact on the health of the local economy. The local bait and tackle shop has increased its hours of operation and staffing levels to accommodate the growing number of visitors to Lake Jocassee. Requests for boat rentals and guided trips on the lake are presently higher than ever as is the number of individuals who provide these services. The park staff routinely refers individuals to local restaurants, bed and breakfasts, private cabin rentals and private campgrounds when Devils Fork is full. The park has seen its revenue rise and its attendance increase by providing well maintained quality facilities from which visitors can enjoy picturesque Lake Jocassee. The proposed project will improve both the sustainability of the resources and the quality of the infrastructure at Devils Fork, thus maintaining the high standards repeat guests and new guests have come to expect.

VII. AUDIT

Does your organization perform an independent audit? Yes

Name of the Auditor: Frances Miley Capital Project and Grants Manger SC Department of Parks Recreation and Tourism and the State Budget Office

I have read the guidelines for the Oconee County Accommodations Grant Request and hereby agree to comply with all the rules and requirements. I understand failure to comply may result in a loss of funding for the project.

A. Contact Name: Pete Davis

Title: Park Manager

Signature Pete Davis

Date 4/10/02

Phone Number(s) Office: 864-944-2639

B. Contact Name: Michael Trotter

Title: Ranger I

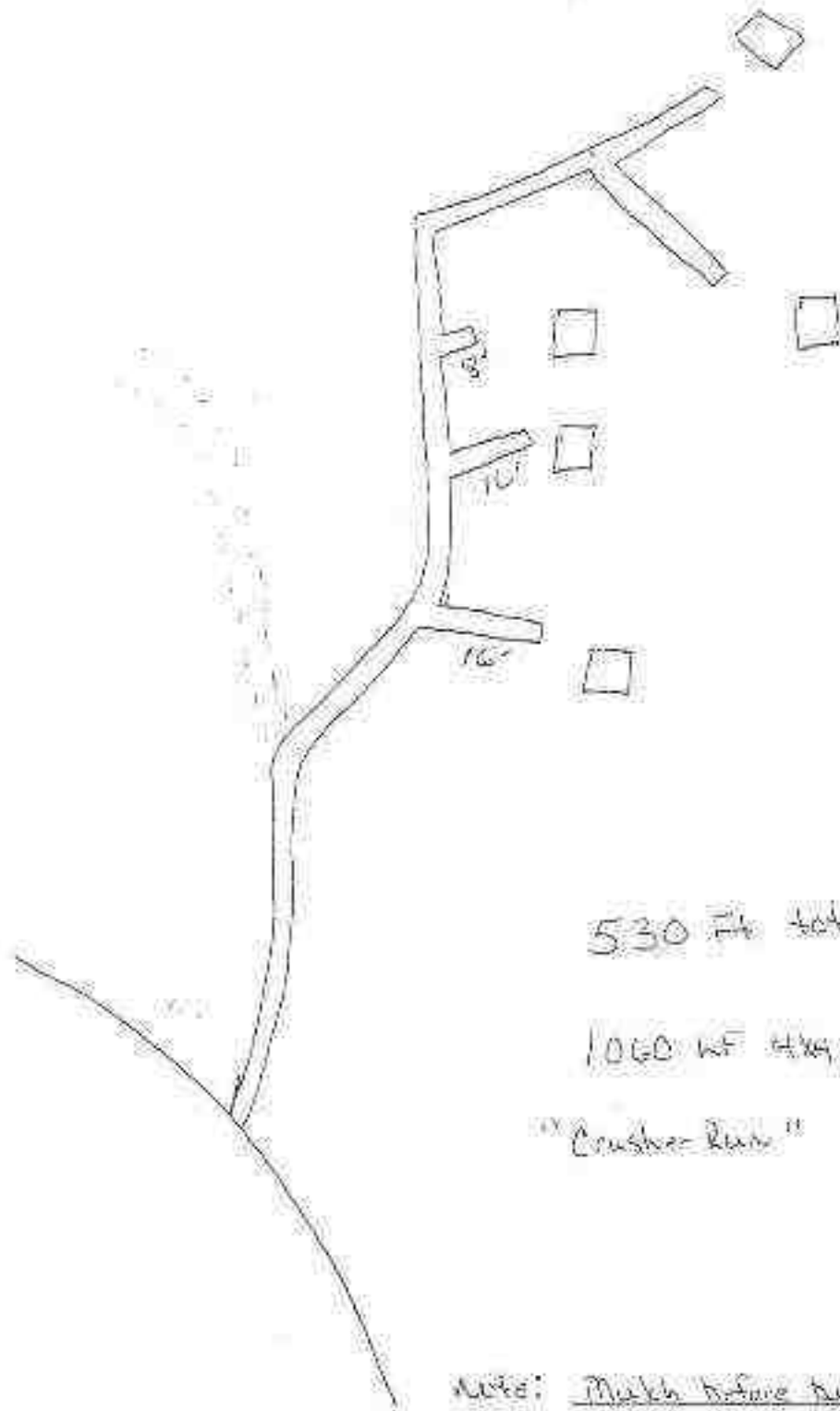
Signature Michael Trotter

Date 4/10/02

Phone Number(s) Office: 864-944-2639 Home: 864-944-8663

Figure 2

Figure 2



530 Ft total trail

1060 WF HXG

"Crusher Run"

Note: Mark before building Trail &
Prison Work

Deaths Park State Park
 Summary of Annual Revenue Generated
 Fiscal Years 1994 - 2001

Fiscal Year	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11
1994	11,961.56	17,284.11	11,459.54	2,789.56	6,587.59	7,208.85	5,794.13	9,462.08	7,097.96	8,210.62	9,756.21
1995	11,504.49	17,973.34	8,395.35	8,149.43	9,906.74	8,941.88	11,906.06	9,127.64	10,800.79	9,987.94	11,212.83
1996	9,689.40	7,418.88	27,458.34	11,994.48	5,936.62	6,466.40	7,328.78	9,214.02	13,941.82	7,571.97	7,378.66
1997	14,446.29	38,184.85	12,032.66	8,688.60	6,253.16	9,496.72	12,508.10	8,118.24	10,233.74	8,943.42	12,944.68
1998	11,363.35	46,060.81	13,862.22	10,018.19	7,151.36	5,812.10	9,409.80	9,676.89	5,152.28	10,028.86	7,558.37
1999	12,350.42	46,090.65	13,777.70	10,251.90	5,856.74	8,391.31	10,767.66	9,737.12	16,966.93	11,058.62	8,629.74
2000	7,533.44	57,190.24	16,103.56	10,589.26	1,011.36	9,424.28	10,165.34	15,435.41	10,716.05	10,013.82	13,189.25
2001	7,879.45	4,937.57	39,793.01	34,888.72	9,567.02	10,486.86	5,865.93	11,009.89	7,161.66	7,132.11	9,163.17
Fiscal Year	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22
1994	11,809.69	5,738.59	17,023.75	14,759.83	10,389.90	10,566.37	13,941.22	6,660.64	11,906.14	11,575.88	17,006.17
1995	11,959.77	6,965.76	9,745.98	11,511.22	16,151.80	12,975.15	12,514.65	12,372.57	16,006.51	14,689.01	16,155.02
1996	7,806.17	9,551.75	7,383.16	13,831.41	12,242.80	8,339.83	9,643.24	11,431.14	11,839.28	12,669.24	15,227.70
1997	9,462.13	16,866.74	13,564.24	12,265.38	11,469.00	9,047.41	11,845.79	11,513.74	14,108.02	11,898.79	11,408.70
1998	10,072.18	11,047.60	12,578.00	15,839.37	14,363.64	11,229.13	10,308.64	11,544.35	11,582.88	15,075.88	11,540.58
1999	10,027.24	6,656.13	13,613.58	13,613.58	13,613.58	11,813.80	10,701.27	12,868.64	14,295.03	11,481.59	11,849.18
2000	9,542.27	9,352.14	12,759.31	18,407.05	9,951.53	15,379.12	10,648.32	14,569.98	12,431.78	16,159.39	14,308.99
2001	8,723.47	1,293.68	15,087.44	8,626.89	17,288.90	11,829.20	10,064.94	15,849.20	12,901.73	12,495.69	15,147.87

Notes:

Fiscal Year runs from July 1 to June 30
 Fiscal Year Totals are on Page 3 of Table 1

Devils Fork State Park
 Summary of Annual Revenue Generated
 Fiscal Years 1994 - 2001

Table 1

Fiscal Year	Week 25	Week 26	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33
1994	15,222.69	15,047.74	17,864.95	19,899.85	10,102.92	9,351.91	19,438.90	17,071.57	19,460.18	21,857.28	19,057.26
1995	11,265.95	18,308.39	18,456.01	18,472.64	15,079.24	8,592.17	18,645.74	15,380.24	23,238.51	17,196.83	17,818.45
1996	15,789.13	13,844.64	19,029.39	21,085.71	21,100.97	4,724.12	21,001.50	20,163.57	20,887.98	21,537.84	19,664.14
1997	17,007.05	18,198.94	21,091.62	21,101.45	4,239.81	\$24,339.71	19,606.13	19,928.34	18,471.16	17,487.58	22,856.24
1998	20,277.62	21,551.13	20,275.99	17,405.83	5,622.64	18,555.24	20,077.71	15,606.28	18,464.14	24,561.20	20,585.28
1999	23,247.72	19,998.45	18,485.30	16,248.44	5,654.06	12,053.47	19,965.47	21,152.04	15,596.55	21,064.35	20,767.64
2000	18,863.52	24,771.85	20,589.58	24,457.14	15,771.34	13,460.79	21,024.00	22,239.08	16,460.65	22,441.47	21,298.15
2001	24,400.15	18,449.74	16,448.92	24,698.09	12,472.40	4,992.20	24,678.86	21,540.32	21,558.51	21,144.20	19,030.57
Fiscal Year	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44
1994	20,828.77	17,251.64	13,692.90	13,153.08	16,684.77	12,902.26	11,134.88	8,904.32	12,588.78	12,701.11	14,021.47
1995	21,604.88	16,861.38	13,046.80	14,802.26	11,415.57	9,266.78	6,914.05	10,502.23	11,881.76	13,619.99	11,622.28
1996	24,147.24	19,136.45	8,300.71	12,147.81	15,805.63	11,789.97	12,043.82	11,860.21	10,858.57	12,378.18	14,527.01
1997	19,507.47	20,889.87	18,066.07	13,120.31	14,409.23	15,252.18	10,861.29	10,199.60	12,148.45	16,079.43	10,587.16
1998	20,728.67	15,653.91	13,775.48	13,963.44	14,786.02	14,111.09	11,621.60	9,113.44	14,760.46	15,011.23	11,152.49
1999	16,222.23	17,479.89	15,484.77	15,120.81	14,435.44	17,801.99	13,522.08	12,720.35	12,445.53	15,675.70	13,371.37
2000	20,395.68	17,319.53	12,672.08	15,363.31	16,941.98	17,189.39	8,520.17	10,399.80	10,589.25	14,375.59	12,683.81
2001	17,625.42	19,862.40	9,891.44	16,131.52	15,620.27	10,929.15	14,473.98	9,921.73	12,321.53	12,755.22	14,860.88

Notes:

Fiscal Year run from July 1 to June 30
 Fiscal Year Totals are on Page 3 of Table 1

Table 1

Devils Park State Park
 Summary of Annual Revenue Generated
 Fiscal Years 1994 - 2001

Fiscal Year	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 53	Totals
1994	10,473.72	11,275.32	10,775.50	7,916.58	7,058.33	5,913.43	4,559.13	5,817.74	6,561.70	626,063.36
1995	11,593.70	8,684.48	10,378.50	9,239.87	5,910.08	5,184.76	4,716.73	3,081.00	5,242.09	648,462.71
1996	12,190.72	9,263.21	9,378.25	7,011.01	6,551.10	4,371.85	6,434.80	4,069.25	6,392.24	654,883.29
1997	11,444.04	7,359.41	6,966.45	6,697.68	6,919.33	8,362.55	4,346.55	6,787.70	7,475.86	711,889.68
1998	10,244.29	10,992.77	9,779.46	6,666.77	5,051.79	2,849.39	26,963.68	4,337.63	6,663.47	698,535.50
1999	18,293.76	13,375.87	9,678.83	3,908.00	10,507.53	7,113.53	4,368.78	5,169.95	7,667.78	727,267.73
2000	8,747.22	10,370.97	9,038.20	6,167.30	9,353.54	3,798.35	5,254.50	4,492.74	12,370.39	757,940.68
2001	9,265.89	11,476.49	8,630.11	9,054.32	6,980.34	3,563.85	5,514.93	3,867.35	6,612.05	733,615.60

Notes:

Fiscal Year Runs from July 1 to June 30

Fiscal Year Totals Appear on Page 3 of Table 1

Table 2
 Devils Fork State Park
 Summary of Accommodations Taxes Collected

Fiscal Year	Villa Operation	Camping Operation	Yearly Totals
1991 - 1992	6,953.52	685.82	7,639.34
1992 - 1993	9,317.24	1,261.35	10,578.59
1993 - 1994	8,030.19	1,601.05	9,631.24
1994 - 1995	8,456.10	1,794.11	10,250.21
1995 - 1996	8,507.21	1,975.37	10,482.58
1996 - 1997	9,416.04	2,453.53	11,869.57
1997 - 1998	9,163.55	2,342.73	11,506.28
1998 - 1999	9,603.02	2,560.05	12,163.07
1999 - 2000	9,586.05	2,587.40	12,173.45
2000 - 2001	9,568.65	2,853.35	12,422.00
Grand Totals	88,601.57	20,114.76	108,716.33

Notes:

- 1) Devils Fork State Park Opened in 1991
- 2) Accommodations tax figures are based on park level profit and loss statements

ITEMIZED PROJECT BUDGET

Partial funding for this project was acquired through the 2001-2002 Annual Park Plan and Budget process (APP process). Additional funding has also been requested in the 2002-2003 APP process. This project needs to be completed immediately to insure the sustainability of these vital visitor service areas. Additional A-tax funds are required to adequately revitalize the two areas, tent sites 21-25 and the villa courtesy dock trail, and to insure that proper measures are taken to halt the present erosion and to prevent future erosion.

- 1) Mulch and surge stone for this project will come from supplies already on hand.
- 2) \$1000.00 was obtained through the 2001-2002 APP process to begin this project. \$802.66 of this money has been spent on 70 4x4x16's to construct the frames for the initial walkway design for sites 21-25 (Figure 2). The remaining \$197.78 will be spent on crusher run to line the newly constructed frames. An additional \$1650.00 for asphalt has been requested through the 2002-2003 APP process.
- 3) Budget for A-tax funds requested to complete the entire tent site revitalization project (This project is a top priority for Devils Fork State Park).

Fencing Material:	Cedar Split Rail	
Rails:	342 at \$6.49	= \$2,219.58
Line Posts:	171 at \$6.89	= \$1,178.19
End Posts:	18 at \$6.89	= \$ 124.02
Corner Posts:	12 at \$7.89	= \$ 94.68
Sign Material:	4x4x8 3 at \$5.29	= \$ 15.87
	2x6x8 6 at \$3.39	= \$ 20.34
Walkways:	4x4x16 55 at \$11.89	= \$ 653.95
	4x6x16 10 at \$18.09	= \$ 180.90
Step Material:	8x8x14 15 at \$86.99	= \$1,304.85
16D Galv Nails:	1 box at \$23.99	= \$ 23.99
40D Galv Nails:	1 box at \$16.45	= \$ 16.45
Rebar:	10 foot sections 33 at \$2.49	= \$ 82.17
	Subtotal	= \$5,914.99
	Tax	= \$ 354.90
	Material Subtotal	= \$6,269.89

****Continued on Next Page****

	Material Subtotal	= \$6,269.89
Asphalt:	Asphalt, Rock, Equipment Rental	= \$1,710.00
	Material Total	= \$7,979.89
Department of Corrections Labor		
Inmates:	12 for 5 days at \$5.00 per day	= \$ 300.00
Guard:	1 for 5 days at \$116.90 per day	= \$ 584.50
Mileage:	900 miles at \$.325 per mile	= \$ 292.50
	DOC Labor Total	= \$1,177.00
	Material Total	= \$7,979.89
	DOC Labor Total	= \$1,177.00
	Total Project Cost	= \$9,156.89

4) Budget for A-tax funds requested to complete trail revitalization at the villa courtesy dock. (This is a much needed project).

Fencing Material:	Cedar Split Rail	
Rails:	144 at \$6.49	= \$ 934.56
Line Posts:	72 at \$6.89	= \$ 496.08
End Posts:	6 at \$6.89	= \$ 41.34
Corner Posts:	2 at \$7.89	= \$ 15.78
Sign Material:	4x4x8 2 at \$5.29	= \$ 10.56
	2x6x8 2 at \$3.39	= \$ 6.78
Rebar:	10 foot sections 36 at \$2.49	= \$ 89.64
Walkways:	4x4x16 53 at \$11.89	= \$ 630.17
	4x6x16 7 at \$18.09	= \$ 126.63
16D Galv Nails:	1 box at \$23.99	= \$ 23.99
	Subtotal	= \$2,375.55
	Tax	= \$ 142.54
	Material Subtotal	= \$2,518.09

****Continued on Next Page****

	Material Subtotal	= \$2,518.09
Asphalt:	Asphalt, Rock, Equipment Rental	= \$1,085.00
	Material Total	= \$3,603.09
Department of Corrections Labor		
Inmates:	12 for 3 days at \$5.00 per day	= \$ 180.00
Guard:	1 for 3 days at \$116.90 per day	= \$ 350.70
Mileage:	540 miles at \$.325 per mile	= \$ 175.50
	DOC Labor Total	= \$ 706.20
	Material Total	= \$3,603.09
	DOC Labor Total	= \$ 706.20
	Total Project Cost	= \$4,309.29
	TENT SITE PROJECT TOTAL	= \$9,156.89
	VILLA TRAIL PROJECT TOTAL	= \$4,309.29
	TOTAL ATAX FUNDS	= \$13,466.18

WINNING BIDS

003

Carlin Lumber Co. Inc. (25%)
 4000 Calhoun Street, Lakeland, FL 34043
 Tel: 813-552-4443

PL 18647-059-1863 FAX 18647-059-4371

045042E Devils Fork State Park ESTIMATE
 101 Highway Circle
 Lakeland, FL 33070 XXXXXXXX
 422680706 884-344-0233 Expires On: 03/21/88
 //ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//

QTY	DESC	UNIT	PRICE	AMOUNT	DATE
342	18" CEDAR GALV. RAIL FENCE		6.49	2,219.58	
171	2 HOLE CEDAR LINE POST		6.03	1,031.13	
10	2 HOLE CEDAR END POST		6.03	60.30	
1E	2 HOLE CEDAR CORNER POST		7.85	78.50	
3	4X4 - 6' HZ. TREATED		5.25	15.75	
6	2X6 - 8' HZ. 4R TREATED		3.59	21.54	
33	4X4 - 16' HZ. TREATED		11.89	392.37	
18	4X8 - 16' HZ. TREATED		16.89	304.02	
10	4x4x4 Treated		1,286.99	12,869.90	

1	680 GALV SPIRAL BECKING RAIL FOR 30180		23.99	23.99	
1	680 STIFF POLE 2400 140LS		16.40	16.40	
33	4X4X4 16' EXIS 80 GRADE		2.43	80.19	

8.68 3,314.99 339.38 1,363.03

Mosley & Son Construction

440 Mosley Lane
 Salem, SC 29676
 (864)944-2098 / (864)944-1061
 (864)985-6496

Estimate

DATE	ESTIMATE NO.
3/25/2003	49

NAME / ADDRESS
Devils Park State Park Holeombo Circle Salem SC 29676

			PROJECT
DESCRIPTION	QTY	RATE	TOTAL
Trat site work 21-25			
Delivery + Rock Cost	15	16.66667	250.00
Asphalt delivery	20	1,260.00	1,260.00
Rental of equipment for a job.		200.00	200.00
<p>Thank you for your business</p>			<p>TOTAL \$1,710.00</p>

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
LABOR CREW BILLING



MONTH: JANUARY, 2002

CONTRACTING AGENCY:

S.C. PARKS, RECREATION AND TOURISM
ATTN: MARK DUDLEY, STATE PARK SVC

ADDRESS:

1205 PENDLETON, STREET
COLUMBIA, SC 29202

MCCORMICK
RIDGELAND

LABOR C/O DAYS MILES

AMOUNT OF LABOR
UTILIZED FOR MONTH:

186 32 2,320

PER DAY COST:

\$5.00 116.90 325

AMOUNT DUE:

\$930.00 3,740.80 754.00 = 5,424.80

ACCOUNTING CODES:

0180 0158 2401
0318
1340

VENDER NUMBER:

P28000000-02

OTHER BIDS

LOWE'S OF SEWER

Location Name

CUSTOMER'S NAME Devils Fork State Park DATE 03-19-07ADDRESS _____ JOB ADDRESS Villa Country Dr

PHONE _____

SALESMAN Wheeler

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

QUANTITY	ITEM NO.	DESCRIPTION	UNITS	PRICE	AMOUNT
6	84761	Cedar rail End Post		8.25	49.50
72	84760	Cedar rail line Post		7.70	554.40
144	84763	Cedar rails		7.20	1036.80
2	84762	Cedar rail corner		8.25	16.50
2	52416	4x4x8 PT		5.49	10.98
2	34664	2x6x8 PT		4.93	9.86
36	12138	3/4 x 10' rebar		2.22	79.92
53	5292	4x4x16 P.T.		11.50	609.50
7	5465	4x6x16 P.T.		17.99	125.93
1	18437C	25lb 16 Galv. Nails		26.97	26.97

ESTIMATE BASED ON JOB SITE DELIVERY - 20 MILE RADIUS FROM STORE.

THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWE'S CREDIT DEPARTMENT.

LOWE'S IS A SUPPLIER OF MATERIALS ONLY. LOWE'S DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWE'S DOES NOT ASSUME ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

SUB TOTAL	2520.36
SALES TAX	126.01
DELIVERY	FREE
TOTAL	2646.37

CUSTOMER'S NAME Devils Fork State Park DATE 03-19-02

ADDRESS _____ JOB ADDRESS Test sites

PHONE _____

SALESMAN Wheeler

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

QUANTITY	ITEM NO.	DESCRIPTION	UNITS	PRICE	AMOUNT
18	84761	Cedar rail end posts		8.25	148.50
171	84760	Cedar rail line posts		7.70	1316.70
342	84763	Cedar rails		7.20	2462.40
12	84762	Cedar rail corner posts		8.25	99.00
3	52416	4x4x8 PT		5.49	16.47
6	34664	2x6x8 PT		4.93	29.58
33	12138	3/2 x 10' Rebar		2.22	73.26
55	5292	4x4x16 PT		11.50	632.50
10	5465	4x6x16 PT		17.99	179.90
15	805	8x8x14 PT		87.40	1311.00
1	84376	25lb - 1lb Galv.		26.97	26.97
1	—	25lb - 30 Galv (Do not have)			

ESTIMATE BASED ON JOB SITE DELIVERY - 20 MILE RADIUS FROM STORE

THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWE'S CREDIT DEPARTMENT.

LOWE'S IS A SUPPLIER OF MATERIALS ONLY. LOWE'S DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWE'S DOES NOT ASSUME ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

SUB TOTAL	6296.28
SALES TAX	314.81
DELIVERY	FREE
TOTAL	6611.09



QUOTE

Store 1119 GREENVILLE (RELOI)
701 MOUNTAIN VIEW INDUSTRIAL
RD
GREENVILLE, SC 29607

Phone: (864) 284-0991
Salesperson: PEC42
Reviewer:

QUOTE

2/02/03-21/11-02
Prices Valid Thru: 03/22/2002

Home Depot
DEVILS FORK STATE PARK
 Address: 161 HOLCOMBE CIRCLE
 City: SALEM State: SC Zip: 29676
 Work Order: D-
 Contract: 4476
 Job Description: TRAIL/EROSION PROJECT
 County: OCONEE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit quantities of merchandise sold to customers.

HOME DEPOT DELIVERY #1

STOCK MERCHANDISE TO BE DELIVERED:

REF #	QTY	UNIT	DESCRIPTION	EST. PRICE	EXT. PRICE	MARKDOWN
R01	3.00	EA	4X4-8FT. NO.2 FT. SYP .40	\$5.49	\$16.47	
R02	6.00	EA	2X6-8FT. NO.2 PRIME PT SYP .40	\$5.29	\$31.74	
R03	65.00	EA	4X4X16 NO.2 PT. 40CCA	\$12.89	\$837.95	
R04	10.00	EA	4X6X18 NO.2 PT. 40CCA	\$21.60	\$216.00	
R06	5.00	EA	1BD 3-1/2' HOT GALV COMMON 9 LB	\$3.98	\$19.90	
R07	1.00	EA	60D HOT GALV LUMBER TIE BUCKET 30 LB	\$28.89	\$28.89	
R10	33.00	EA	1/2IN X 10FT REDAH	\$2.66	\$89.38	
SUB-MUSE TO BE DELIVERED:						
SD501	15.00	EA	SPARTANBURG FOREST 8X8X14 FT	\$73.51	\$1,102.65	
SUB-MUSE TO BE DELIVERED:						
SO801	18.00	EA	810 MUSE CASCADE 8X8X14 FT	\$7.75	\$139.50	
SO802	171.00	EA	810 MUSE CASCADE SPLIT RAIL END DEN POST CEDAR	\$7.75	\$1,325.25	
SO803	342.00	EA	810 MUSE CASCADE SPLIT RAIL LINE SPLIT RAILS LIME POST CEDAR	\$7.10	\$2,428.20	

* Indicates item markdown

CONTINUED ON NEXT PAGE

QUOTE - Continued

Last Name: DEVILS FORK

Page 2 of 2

No. 1119-52732

HOME DEPOT DELIVERY #1
(Included)

REF #V08

SIO BOISE CASCADE RET #S08

ESTIMATED ARRIVAL DATE:

ITEM #	QTY	UNIT	DESCRIPTION	PRICE EACH	EXTENSION
S0804	908	EA	SPLIT CORNER /SPLIT RAIL COR. CORNER POST CEDAR	98.50	\$902.00
VENDOR - SPECIAL INSTRUCTIONS: ALL FEAS FOR USDP SPIT RAIL FENCE					
SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all SIO Merchandise					
V09	515	EA	Carbide Delivery Service	855.00	\$855.00
HOME DEPOT WILL REMOVE MERCH: DEVILS FORK, STATE PARK					
ADDRESS: 161 HOLCOMBE CIRCLE					
STATE: SC ZIP: 29676					
COUNTY: OCONEE					
CITY: SALEM					
SALES TAX RATE: 5.000					
PHONE: (854) 514 2639					
BASES & DELIVERY TOTALS \$8,256.93					
END OF ORDER NO. 1119-52732					
ORDER TOTAL \$8,256.93					
SALES TAX \$912.66					
TOTAL \$6,569.78					
BALANCE DUE \$6,569.78					

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

END OF ORDER No. 1119-52732



QUOTE

Store 1119 GREENVILLE (RELO)
79 WOODRUFF INDUSTRIAL

HO

GREENVILLE, SC 29607

Phone: (864) 284-0991
Salesperson: REC/KZ
Reviewer:

Page 1 of 2

No. 1119-52722

QUOTE

Home Depot
(864) 344-2638

Address: 181 HOLCOMBE CIRCLE
City: SALEM
State: SC
Zip: 29676

Job Description: TRAIL EROSION PROJECT
Contract Item: OCONNOR

Phone: (864) 284-0991

Quote # 29676

2002-03-21 14:45
Prices Valid Thru: 03/22/2002

We reserve the right to limit the quantities of merchandise sold to customers.

MERCHANDISE AND SERVICE SUMMARY

HOME DEPOT DELIVERY #1

REF #007

STGER MERCHANDISE TO BE DELIVERED:

ITEM	QTY	UNIT	DESCRIPTION	PRICE	AMOUNT	MARKDOWN	EXTENDED PRICE
R01	162-925	EA	6X4-BFT. NO.2 PT SYP .40	45.45			\$10.98
R02	184-981	EA	2X6-8FT. NO.2 PRIME PT SYP .40	45.29			\$10.55
R03	107-094	EA	4X4X16 NO.2 PT .40CCA	912.89			\$672.57
R04	192-490	EA	4X6X16 NO.2 PT .40CCA	921.50			\$150.50
R05	192-708	EA	160 3-1/2" HOT GALV COMMON 5 LB	43.98			\$19.90
R08	427-589	EA	1-2IN X 10FT REBAR	42.86			\$102.96

3/0 - MDSR TO BE DELIVERED:

3/0 BOISE CASCADE REF #506 ESTIMATED ARRIVAL DATE:

S0501	908-231	EA	SPLIT RAIL END /SPLIT RAIL END END POST CEDAR	6.00			\$26.50
S0502	808-231	EA	LINE POST SPLY/LINE POST SPLIT SPLIT RAIL CEDAR	72.00			\$558.00
S0503	908-231	EA	SPLIT RAILS /SPLIT RAILS CEDAR	144.00			\$1,022.40
S0504	908-231	EA	END POST SPLIT /END POST SPLIT SPLIT RAIL CEDAR	2.00			\$17.00

YENDOR - SPECIAL INSTRUCTIONS: ALL ITEMS LISTED ARE FOR CEDAR SPLIT RAIL FENCE

MERCHANDISE TOTAL	\$2,611.34
CONTINUED ON NEXT PAGE	

QUOTE # 1119

HOME DEPOT DELIVERY #1

REG #087

SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/P Merchandise

Carbide Delivery Service

DELIVERY SERVICE SUBTOTAL

\$55.00

Y 456.00

\$55.00

DEVILS FORK, STATE PARK

ADDRESS: 181 HOLCOMBE CIRCLE

CITY: SALEM

STATE: SC ZIP: 29070

SALES TAX RATE: 5.000

COUNTY: OCONEE

PHONE: (864) 944-2639

MOSE & DUNN'S TOOLS \$2,668.39

END OF HOME DEPOT ORDER MESSAGE

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

TOTAL DUTY	\$2,000.39
SALES TAX	\$133.32
TOTAL	\$2,730.71
BALANCE DUE	\$2,730.71

END OF ORDER No. 1119-52722



PROPOSAL

No 1258

PROPOSAL SUBMITTED TO:		PHONE:	DATE:
Street: Devil's State Park		JOB NAME:	4-08-02
CITY, STATE AND ZIP CODE:		JOB LOCATION:	
Salem, SC 29676			
ADDRESS:	DATE OF PLANS:	JOB PHONE:	

We hereby accept specifications and estimate for:

Dock Trail
 Delivery of crusher run, asphalt and use of asphalt tools \$1250.00

Bib includes 16 tons of crusher run and 15 tons of asphalt

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of
 Twelve hundred fifty dollars and no/100 \$1250.00

Payment to be made as follows:

Net due upon completion of work.

All materials guaranteed for 90 days. All work to be completed in a cooperative work
 manner according to specifications submitted per standard practices. Any alteration
 or deviation from above specifications, including sub-grades will be executed only upon
 written orders, and will require an extra charge plan and above the estimate. All agree-
 ments contingent upon permits, conditions already beyond our control. Owner to carry fire,
 liability and other necessary insurance. Our workers are fully covered by Workman's
 Compensation Insurance.

Authorized
 Signature

Alvin Hubbard

NOTE: This proposal may be
 withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, speci-
 fications and conditions are satisfactory and are hereby accepted.
 You are authorized to do the work as specified. Payment will be
 made as outlined above.

Signature _____

OTHER BIDS

We also contacted two other asphalt contractors - D&G Asphalt Paving Company and Hinkle Excavation. Both companies declined to bid on either project.

Hinkle Excavation respectfully declines to bid on either the tent site or villa courtesy dock projects.

*Hinkle Excavation
Laramie Hills*

DEVILS FORK STATE PARK

Photo 1- eroding trails leading to tent sites 21-25.



Photo 2- erosion and defoliation created by lack of designated trails and proper signage

Photo 3- tent site that has had mulch placed around it to curb erosion. Area beneath mulch has the same appearance as the trail in the foreground of the picture.



DEVILS FORK STATE PARK

Photo 4- completed trails at tent sites 1-20. Shows the importance of the fencing in preventing campers from leaving the designated walkways and damaging trees, shrubs, and plants.

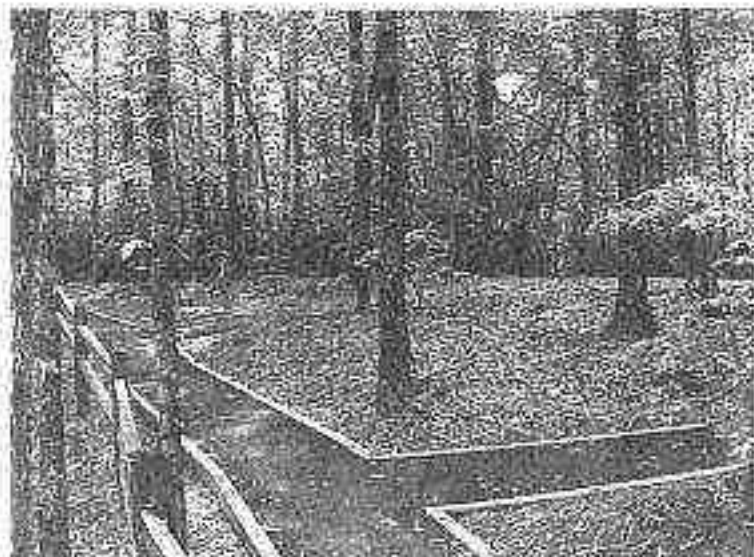


Photo 5- trails direct campers directly to campsites, preventing trail blazing.

Photo 6- Shows how mulch was used to provide ground cover around tent sites 1-20.



DEVILS FORK STATE PARK

Photo 7- Shows the need for a clearly defined and marked trail leading to the courtesy dock in the villa area.

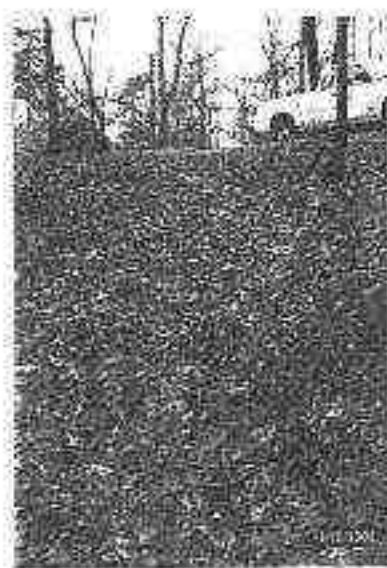


Photo 8- depicts the need for a good trail in order to safely navigate the slope.

Photo 9- Shows significant erosion of pathway leading to the lake and the need to reroute the trail with appropriate erosion control measures.



A RESOLUTION OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA AUTHORIZING THE SUPERVISOR/CHAIRMAN OF COUNTY COUNCIL TO EXECUTE THE CONSENT OF SUBLESSOR AND OWNER TO MORTGAGE BY AND AMONG OCONEE COUNTY, OCONEE MEMORIAL HOSPITAL FOR THE BENEFIT OF AOR REAL ESTATE, INC. AND WACHOVIA BANK, NATIONAL ASSOCIATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee Memorial Hospital (the "Hospital") has determined that healthcare services available to the citizens of Oconee County (the "County") will be enhanced if the Hospital consents to the mortgage of the leasehold interest of AOR REAL ESTATE, INC. to Wachovia Bank, National Association (the "Bank") in connection with the financing of a project operated by Cancer Centers of the Carolinas (the "Project"); and

WHEREAS, the County is the owner of the premises described in the Memorandum of Ground Lease dated July 18, 2000 and filed for record in Book 1100, Page 10 of the Register of Deeds of the County (the "Premises") and subject to the proposed leasehold mortgage; and

WHEREAS, the Ground Lease Agreement dated July 18, 2000 (the "Ground Lease Agreement"), between the County and the Hospital, as modified and amended requires the prior written consent of the County in addition to the prior written consent of the Hospital;

NOW THEREFORE BE IT RESOLVED by the County Council of Oconee County in meeting duly assembled:

Section 1. At the request of the Hospital, the County approves the Consent and authorizes the County Supervisor/Chairman of County Council to execute and deliver the Consent on behalf of the County. The Consent shall be in substantially the form as presented to the County Council with such changes as may be approved by counsel for the County.

Section 2. The authorization provided herein is subject to the Hospital indemnifying, to the extent permitted by law, the County with respect to any liability or cost imposed upon the County as a result of the execution of this Consent at the request of the Hospital.

Enacted this 7th day of May, 2002.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

Ann H. Hughes
Supervisor/Chairman, County Council

Opal O. Green
Clerk to County Council

PELHAM
CONSTRUCTION, LLC

April 24, 2002

Georges County Procurement Dept.
 415 South Pine Street
 Wrentham, SC 29681

Attn: Marianne Gillard

Dear Marianne:

This is to confirm our telephone discussion last week that Pelham Construction LLC will extend the fee's and conditions in our proposal dated March 13, 2002 for the Scale House at the Rock Quarry, to the project you referenced to be constructed for the fire department trucks. Furthermore we believe the project, as you described would cost no more than \$30,000.00.

Should you have any further questions or need additional information, please feel free to contact me at your convenience.

Very truly yours,
 Pelham Construction, LLC



Jerry C. Calaway, PE
 President

PELHAM CONSTRUCTION, LLC

One DISTRICT COURT, SUITE A | GREEN, SOUTH CAROLINA 29652 / TEL 864-878-8643 / FAX 864-878-8643

over Budget Circumstance amount for bid item # 143,000.00

I hereby certify that to the best of my knowledge this tabulation of bids is correct.

Prosser D. Bell
 Procurement Director

Bidders	CPA-Thrift, Joint Venture	Palmetto Scale Inc	Pelham Const LLC	Trehel
Submitted Proposal	yes	yes	yes	yes
Schematic	4,100.00	750.00	500.00	2,500.00
Design Development	9,950.00	1,750.00	1,000.00	incl above
Const Documents	12%	10%	3%	12%
Const Markup	10%	5%	8%	incl above
Ranking	n/a		Tie 1-2	Tie 1-2
Bidders	Trice Engineering Consultants Inc			
Submitted Proposal	yes			
Schematic	1,000.00			
Design Development	3,000.00			
Const Documents	1% Structural 3% Civil 6% Architect*			
Const Markup	20%			
Ranking	n/a			
	*Civil and Architect if needed			

COUNTY OF OCONEE)

STATE OF SOUTH CAROLINA)

ORDINANCE 98-2)

TITLE: OCONEE COUNTY NOISE CONTROL ORDINANCE

SECTION 1: DECLARATION OF NUISANCE AND PROHIBITIONS

1. Any unreasonably loud, disturbing or unnecessary noise which causes material distress, annoyance, discomfort, endangerment, injury to a person of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.
2. Any noise of such character, intensity, and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities is hereby declared a nuisance and is hereby prohibited.

SECTION 2: ILLEGALITY

For purposes of this section, "person" means any individual, partnership, association, corporation or joint venture.

1. It shall be unlawful for any person to create or continue, or cause to be created or continued any such nuisance.
2. It shall be unlawful for any person, whether present or not, to allow or permit the creation or continuance of any such nuisance at or on the premises over which such person has dominion or control.

SECTION 3: ENUMERATION OF SPECIFIC ACTS

The following acts, among others, are declared to be nuisances in violation of this section, but such enumerations shall not be exclusive.

1. Musical instruments, radios, phonographs, etc.

The using, playing or operating or permitting the use, play, or operation of any musical instrument, radio, phonograph, cassette player, compact disc player, television set, or any machine or device for the producing or reproducing of sound in such a manner or with such volume as to disturb the peace, quiet, comfort, and repose of persons nearby.

2. Loudspeakers and amplifiers.

The use of loudspeakers or amplifiers in such a manner or with such volume as to disturb the peace, quiet, comfort, and repose of persons of ordinary sensibilities in the immediate vicinity thereof.

3. Yelling, shouting, etc.

Yelling, shouting, hooting, or making or causing to be made any loud, boisterous, and unreasonable noise which disturbs other persons of ordinary sensibilities in the immediate vicinity thereof.

4. Operation of vehicles.

The running of any automobile, motorcycle or other vehicle so out of repair, so loaded, or in such a manner as to create excessively loud noise or unnecessary grating, grinding, jarring, rattling or vibrating noise, the racing of any motor vehicle engine while such vehicle is not in motion, except when necessary to do so in the course of repairing, adjusting or testing the same between the hours of 7:00 am and 10:00 pm.

5. Horns and other signal devices on vehicles.

The sounding of a vehicle horn or signal device except as a danger or warning signal, the continued or frequent sounding of any vehicle horn or signal device for an unnecessary or unreasonable period of time.

6. Construction work.

The erection, excavation, demolition, renovation, alteration, or repair work on any building or building site, or the clearing of any tract of land between the hours of 10:00 pm and 6:00 am which results in excessive and disturbing noise, except in cases of urgent necessity in the interest of public convenience or safety.

7. Fireworks and other explosive devices.

Fireworks which are detonated within the exterior property line and in close proximity to a dwelling or occupied structure without consent of the person in control of the premises; detonation of carbide cannons, black powder or smokeless powder devices, or any explosive device or compound which when detonated causes a report which exceeds that caused by lawfully acquired fireworks and which disturbs the public peace. This ordinance shall not apply to lawfully acquired fireworks which are detonated on the Fourth of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.

8. Near Schools, churches and hospitals.

Any excessive noise in the vicinity of a church, school, other institution of learning, or court of law while the same is in session or near any hospital, rest home, nursing home, or residential care center which unreasonably interferes with the working of such institution(s) or which unduly disturbs patients, residents, students and/or those in attendance at such institutions.

9. Firearms.

The shooting of firearms which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities in the immediate vicinity thereof.

SECTION 4: EXCEPTIONS

This ordinance does not apply to noise emanating from industrial and manufacturing operations, governmental activities, airports and aircraft, railways, emergency signal devices, firearms discharges as a result of lawful game hunting, agricultural activities, parades, carnivals, school band practice or performances, and school or government sponsored athletic events.

Additionally, this Ordinance does not apply to noise between the hours of 7:00 am - 10:00 pm which emanates from lawn and yard maintenance activities, tree harvesting or clearing, or explosives for construction and land clearing.

Any lawful business operating as of the date of this Ordinance that is not in compliance with this Ordinance and does not fall under exceptions set out in this Ordinance shall have six (6) months from the date of this Ordinance to come into compliance with this Ordinance.

Any lawful business or activity operating as of the date of this Ordinance that is not in compliance with this Ordinance and does not fall under exceptions set out in this Ordinance will nevertheless be considered to be in compliance with this Ordinance if said lawful business or activity has existed or occurred on or at its present location and made noise that is not in compliance with this Ordinance prior to the complaining party moving to an area that is affected by the noise.

SECTION 5: ENFORCEMENT

The County Sheriff's Department or any duly constituted law enforcement officer will enforce the provisions of this Ordinance. After receiving a complaint and upon a finding by the officer of a violation, or upon the occurrence of a violation in the officer's presence which would be in the public interest to quell, the officer may take any one of the following actions:

1. Warn the offender who will have the opportunity to immediately abate the offending noise without penalty. If the violation continues or reoccurs the officer may cite or arrest the violator.
2. Issue a courtesy summons to appear in magistrate's court.
3. Make a custodial arrest.

Officers may consider the following factors, among others, when deciding the appropriate method of enforcement.

-number of citizen complaints

-proximity and density of nearby dwellings or other occupied structures or areas.

-prior complaints regarding the same offender or same location

-cooperation of violator and likelihood of compliance

-nature and volume or intensity of noise

-time of day

In addition, private citizens may petition an Oconee County Magistrate for an arrest warrant for violations of this Ordinance.

SECTION 6: PENALTIES

Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and shall for every offense be punished by imprisonment in jail not exceeding thirty (30) days or by a fine not exceeding five hundred dollars (500.00), or both. Each day on which there is any violation of this Ordinance shall constitute a separate and distinct violation and offense.

SECTION 7: SEVERABILITY

If any word, term provision or section hereof is determined to be unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining terms, provisions or sections shall not be affected thereby and shall remain in full force and effect.

July 17, 2001

Pat Thompson
Tanglewood resident
and neighborhood representative
(864) 882-2086

Noticeable Complaints Concerning Thomas Concrete

1. Constant noise from trucks banging sand and gravel from truck beds while in the dumping process.
2. Constant noise from truck's revving motors to begin mixing process.
3. Constant noise from gravel being dumped.
4. **ALL DAY NOISE** from **LOUD** backup beepers (OSHA requires this) Beepers need to be toned down.
5. **PROPERTY DEVALUATION** when selling homes, because of unbearable, continuous, noise all day.
6. Cement Trucks rumbling through the neighborhood.
7. **MENTAL, EMOTIONAL AND PHYSICAL ANGUISH** by not being able to work in our yards or utilize deck to read etc.
8. Windows in homes cannot be raised because of noise and dust. EPA states there could also be "fugitive dust" citations, for Thomas Concrete, should their services become necessary.
9. Defacing of landscape by building a very high "silo" which adds unfavorable views of area.
10. **INFRINGEMENT** of our residential right to enjoy a quality life.
11. Noise can be heard inside, even when double paned glass replacement windows have been installed to try and resolve the noise factor.
12. Noise can be heard as far as Highway 28. (Thomas Concrete is located on Keowee School Road)
13. **WORK HAS BEGUN AS EARLY AS 6:00 AM** on a few occasions.
14. Work continues for 5 1/2 days per week, (excluding National Holidays) These Holidays being: July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day. These days number exactly 5. There are 52 weeks in one year. Subtract 52 Sundays, add 5 non-working holidays for their employees this gives us 308 days of emotional and undeserved stress.
15. **ON OCCASION, WORK IS STILL IN PROGRESS AT 7:15 PM.**

Kenny never got lock w/ Charlie & Pat
Brad never got lock w/ Charlie & Pat

11/28 - 1:00 AM } plumb lead, screw

12/21 - 1:00 AM }

1/24 - 6:00 AM

1/28 - 3:45 - 4:00 AM

1/30 - 8:00 PM - 2 hrs work

1/31 - 6:00 AM

4/13 - 10:00 PM

Sunday -

2/17 6:45

4/20 4:00 PM

This situation was not in a distance
with a sound barrier to absorb noise
with in the complex of the cement plant
+ would like to see no Sunday work.

Steve, Harry + Frank

July 17, 2001

Pat Thompson

Tanglewood resident
and neighborhood representative
(864) 882-2086

Noticeable Complaints Concerning Thomas Concrete

1. Constant noise from trucks banging sand and gravel from truck beds while in the dumping process
2. Constant noise from truck's revving motors to begin mixing process
3. Constant noise from gravel being dumped
4. **ALL DAY NOISE** from **LOUD** backup beepers. (OSHA requires this) Beepers need to be toned down
5. **PROPERTY DEVALUATION** when selling homes, because of unbearable, continuous, noise all day
6. Cement Trucks rumbling through the neighborhood
7. **MENTAL, EMOTIONAL AND PHYSICAL ANGUISH** by not being able to work in our yards or utilize deck to read etc.
8. Windows in homes cannot be raised because of noise and dust. EPA states there could also be "fugitive dust" emissions, for Thomas Concrete, should their services become necessary.
9. Defacing of landscape by building a very high "stile" which adds unfavorable views of area
10. **INFRINGEMENT** of our residential right to enjoy a quality life.
11. Noise can be heard inside, even when double paned glass replacement windows have been installed to try and resolve the noise factor
12. Noise can be heard as far as Highway 28. (Thomas Concrete is located on Keewee School Road)
13. **WORK HAS BEGUN AS EARLY AS 6:00 AM** on a few occasions
14. Work continues for 8 1/2 days per week, (excluding National Holidays) These Holidays being July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day. These days number exactly 5. There are 52 weeks in one year. Subtract 52 Sundays, add 5 non-working holidays for their employees this gives us 308 days of emotional and undeserved stress.
15. **ON OCCASION, WORK IS STILL IN PROGRESS AT 7:15 P.M.**

Unacceptable working hours of THOMAS CONCRETE from residents of Tangle wood Subdivision

November 28, 2001 Worked until 1:00 AM
December 21, 2001 BEGAN working at 1:00 AM, continuing to work until late afternoon...
JANUARY 26, 2002 BEGAN work at 6:00 AM
JANUARY 28, 2002 BEGAN work at 3:45-4:00 AM
January 30, 2002 Still working at 8:00 PM
January 31, 2002 Began working at 6:30 Very noisy. Truck beds banging, gravel being dumped

SUNDAY WORK HOURS

April 5, 2002 Began work at 8:00 AM
April 20, 2002 Began work at 4:00 PM

ALL OF THE ABOVE WORK IS DONE AS BEEPERS CONTINUE TO BE A FACTOR IN OUR LIVES ALL DAY, NON-STOP.

*****THESE HOURS ARE IN ADDITION TO THOSE WHICH I REPORTED TO COUNTY COUNCIL AT OUR MEETING IN JULY OF 2001.

We can not impress strongly upon you, as County Council, the importance of passing an Amendment to the County Noise Ordinance.

Our lives have been permanently disrupted, and has become unbearable.

We deeply appreciate your strongest support of the Amendment.

Sincerely,
Pat Thompson
Spokesperson for the residents of the Tanglewood Community.

Submitted: May 7, 2002

2 invoices / 10226

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

DATE OF REQUEST

SIGNATURE OF DEPARTMENT DIRECTOR

DEPARTMENT NAME

AMOUNT TO TRANSFER \$ 9402.00

CAPITALS

010-501-30840

EXPLAIN WHY THIS ITEM OR ITEMS IS REQUESTED AND WHY IT WAS NOT BUDGETED FOR

Purchasing Child Support Automated CR Writing System
 of Records must be up - graded - Present work is done
 as per prior data + card system - ~~present~~ up-grade is over-due -
 Note: Card is aware of this + concerns also, as per card, I need to
 install a "CRIP" so Registrar of deeds can receive full court ordering.

WAS THIS ITEM PREVIOUSLY BUDGETED DURING THE BUDGET PERIODS? YES NO

AMOUNT TO TRANSFER \$ 9402.00

Court Expenses

010-501-30026

WARRANT THE EXPENSES BEING REQUESTED WILL NOT BE HELD TO WHAT WAS APPROVED DURING THE BUDGET PERIODS?

We are given call - in's custom where position of the office
 we have given more. Judge necessary has been line
 from circuit of maps for all things related to jurors show
 very exactly.

SIGNATURE _____ DATE: 03-21

REASON _____

APPROVED _____

REASON _____

APPROVED _____

SIGNATURE _____

REASON _____

APPROVED _____

REASON _____

APPROVED _____

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

2001-2002
FISCAL YEAR

COMMUNICATIONS 911
DEPARTMENT NAME

SIGNATURE OF DEPARTMENT DIRECTOR

5/3/02

DATE OF REQUEST

010-104-30024

Maintenance on Equipment

\$1,000.00

AMOUNT TO TRANSFER

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

TRANSFER TO

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR.

Emergency repair of console and Sheriff's Department Radios.

WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS? YES NO

010-104-30043

Electricity

\$1,000.00

AMOUNT TO TRANSFER

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS? YES NO

Water network was not in full operation as early as expected.

TRANSFER FROM

APPROVED

SIGNATURE

Jim H. Hughes, Supervisor/Chief

REASON

SIGNATURE

Phyllis L. Lombardi, Finance Director

REASON

DENIED

SIGNATURE

Ann F. Nichols, Supervisor/Chief

REASON

SIGNATURE

Phyllis E. Lombardi, Finance Director

REASON

REC-08/03/02 (11/05pm)

LINE ITEM TRANSFER AND BUDGET REVISION REQUEST FORM

5/3/02
DATE OF REQUEST

2001-2002
FISCAL YEAR

Communications/911
DEPARTMENT NAME

J. A. Murray
SIGNATURE OF DEPARTMENT DIRECTOR

010-104-30024
LINE ITEM ACCOUNT NUMBER

Maintenance on equipment
LINE ITEM DESCRIPTION

\$600.00
AMOUNT TO TRANSFER

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR:

Emergency repair on console and Sheriff's Department Radios.

WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?

YES NO

010-104-40032
LINE ITEM ACCOUNT NUMBER

Operational
LINE ITEM DESCRIPTION

\$600.00
AMOUNT TO TRANSFER

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?

Due to unexpected repairs to equipment, we will operate the remaining part of the year frugally.

TRANSFER TO

TRANSFER FROM

APPROVED

SIGNATURE _____
REASON _____

SIGNATURE _____
REASON _____

Ann H. Hughes, Supervisor-Chief
Phyllis E. Lambert, Finance Director

DENIED

SIGNATURE _____
REASON _____

SIGNATURE _____
REASON _____

Ann H. Hughes, Supervisor-Chief
Phyllis E. Lambert, Finance Director

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

FY 01-02

Communications 211

DEPARTMENT NAME

3/19/02

DATE OF REQUEST

SIGNATURE OF DEPARTMENT DIRECTOR

FISCAL YEAR

010-104-50840

LINE ITEM ACCOUNT NUMBER

Capital Expenditures Equipment

LINE ITEM DESCRIPTION

\$32,000.00

AMOUNT TO TRANSFER

TRANSFER TO

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR.

I want to purchase a new generator for Long Mountain that has higher capacity than the present generator and move existing generator to Round Mountain. It is identified as phase six of unfunded requirement for the upgrading of Fire and Rescue repeater service and remote public safety network that was presented to County Council May 8, 2001 that if we had extra money in the tower fund after construction of tower was complete, we would use it for this purpose.

WAS THIS ITEM PREVIOUSLY OUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?

YES

NO

010-104-50840

LINE ITEM ACCOUNT NUMBER

Capital Expenditures Equipment

LINE ITEM DESCRIPTION

\$32,000.00

AMOUNT TO TRANSFER

TRANSFER FROM

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT: WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?

Bid for tower was much lower than originally estimated.

APPROVED

SIGNATURE

Ann St. Hughes, Secretary/Chair

REASON

DENIED

SIGNATURE

Ann St. Hughes, Secretary/Chair

REASON

SIGNATURE

Phyllis E. Lombard, Finance Director

REASON

SIGNATURE

Phyllis E. Lombard, Finance Director

REASON

Funds carried over for tower

FY99-00	Code 010-103-60270	\$ 64,038.00
FY00-01	Code 010-104-50840	\$ 195,181.50
TOTAL		\$259,199.00

Expenditures

Tower Bid Awarded, GNR Tower received bid	\$ 205,188.00	Completed
Long Min., add flange bolts	\$ 8,100.00	Completed
Dissemble tower old court house	\$ 2,400.00	Completed
Gunby/Technical Representative	\$ 3,882.50	Completed
Transfer to 010-104-40032 for 911 Address Books	\$ 4,500.00	Requisition in Procurement
Purchase of New Generator	\$ 32,000.00	Requisition in Procurement

Balance **\$ 3,148.50**

911 Center Funds 010-703-60280

\$ 365,000.00

Page 48 original request \$365,780.00
 Original renovations estimated 1,000 sq. ft. at \$47.00 sq. ft.
 Will have to renovate equipment room and office to give total 1800 sq. ft.
 Upgrade renovation cost \$78.00 sq. ft. = \$140,400.00
 Equipment/furniture costs = \$54,000.00 versus \$44,000.00
 Reason for change is to incorporate Seneca into new PSAP.
 Radio upgrades unchanged.

01/08/2002 Public Safety Complex study approved by council **\$ 79,500.00**

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

4/15/02
DATE OF REQUEST

Communications 2811
DEPARTMENT NAME

FY 01-02
FISCAL YEAR

[Signature]
SIGNATURE OF DEPARTMENT DIRECTOR

34,500.00
AMOUNT TO TRANSFER

Operational
LINE ITEM DESCRIPTION

010-104-50222
LINE ITEM ACCOUNT NUMBER

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR.

911 Address Books were part of the original budget request. Funding requested \$12,000.00 was cut to \$8,000.00 with the constant changes in 911 addressing, books should be updated a minimum of at least once a year. The books were last printed May 2001.

YES NO

WAS THIS ITEM PREVIOUSLY OUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?

34,500.00
AMOUNT TO TRANSFER

Capital Expenditures Equipment
LINE ITEM DESCRIPTION

010-104-50840
LINE ITEM ACCOUNT NUMBER

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?

1022

APPROVED

DENIED

SIGNATURE _____
REASON _____
SIGNATURE _____
REASON _____

SIGNATURE _____
REASON _____
SIGNATURE _____
REASON _____

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

FY01-02
FISCAL YEAR

Communications/917
DEPARTMENT NAME

[Signature]
SIGNATURE OF DEPARTMENT DIRECTOR

4/19/92
DATE OF REQUEST

010-0104-30024 LINE ITEM ACCOUNT NUMBER	Maintenance on Equipment LINE ITEM DESCRIPTION	\$3,148. ⁰⁰ AMOUNT TO TRANSFER
EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR: Unused funds from Capital Expenditures (tower) needed to complete fiscal year in repairs to equipment. Radio repairs has been higher.		
WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

010-0104-50840 LINE ITEM ACCOUNT NUMBER	Capital Expenditures Equipment LINE ITEM DESCRIPTION	\$3,148. ⁰⁰ AMOUNT TO TRANSFER
WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS? Bid for tower was much lower than originally estimated.		

TRANSFER TO

TRANSFER FROM

APPROVED

SIGNATURE _____
REASON _____

SIGNATURE _____
REASON _____

Ann H. Hughes, Supervisor-Chief
Peylis E. Louisa, Finance Director

DENIED

SIGNATURE _____
REASON _____

SIGNATURE _____
REASON _____

Ann H. Hughes, Supervisor-Chief
Peylis E. Louisa, Finance Director

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

2001-2002

PROBATE JUDGE/502

04/22/2002

FISCAL YEAR

DEPARTMENT NAME/NUMBER

DATE OF REQUEST

010-502-40032

OPERATIONAL

\$2,000.00

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR TO COMPLETE THE FURNISHINGS OF NEW OFFICES TO UPGRADE COMPUTERS TO NECESSARY STANDARDS.

WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?

YES

NO

010-502-30056

DATA PROCESSING

\$2,000.00

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHY ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS? OUR OFFICE HAS NOT MET EXPECTED QUANTITY.

APPROVED

SIGNATURE

Ann H. Hughes, Supervisor-Chief

REASON

SIGNATURE

Phyllis E. Lombard, Finance Director

REASON

DENIED

SIGNATURE

Ann H. Hughes, Supervisor-Chief

REASON

SIGNATURE

Phyllis E. Lombard, Finance Director

REASON

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

FISCAL YEAR 2001-2002

PROBATE JUDGE 1502

DEPARTMENT NAME/NUMBER

DATE OF REQUEST 04/22/2002

TRANSFER TO

LINE ITEM ACCOUNT NUMBER 010-502-49012

OPERATIONAL

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER \$5,000.00

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR.

TO COMPLETE THE PURCHASING OF NEW OFFICES TO UPGRADE EQUIPMENTS TO NECESSARY STANDARDS.

TRANSFER FROM

LINE ITEM ACCOUNT NUMBER 010-502-30025

CONCRET EXPENSE

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER \$5,000.00

WAS THIS ITEM PREVIOUSLY OUT FROM YOUR BUDGET DURING THE BUDGET PROCESS? YES NO

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?

WE HAVE BEEN ABLE TO MAINTAIN AND ENCOURAGE LOWER PRICED FEES FOR ADMINISTRATIVE ADS THROUGH PUBLICATION.

APPROVED

SIGNATURE _____

REASON _____

SIGNATURE _____

REASON _____

Ann H. Hughes, Supervisor/Chief

Phyllis E. Lombard, Finance Director

DENIED

SIGNATURE _____

REASON _____

SIGNATURE _____

REASON _____

Ann H. Hughes, Supervisor/Chief

Phyllis E. Lombard, Finance Director

*Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services*

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of the 15th day of April in the year Two Thousand Two
(In words indicate day, month and year)

BETWEEN the Architectural identified as the Owner:
(Name, address and other information)
Georgetown, South Carolina
419 South Pine Street
Walhalla, SC 29691-2144
Contact: Ms. Marianne Dillard, Director
Procurement Department
Ph: 864-638-4141

and the Architect:
(Name, address and other information)
FreemanWhite, Inc.
8001 Arrowwood Boulevard
Charlotte, NC 28273-5655
Contact: Mr. Charles Rees, Principal

For the following Project:
(Include detailed description of Project)
Design Services for the Expansion and Remodeling of the Georgetown Law
Enforcement Center (Phase 1 of the Georgetown Public Safety Facilities Master Plan)

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

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1.1.1 This Agreement is based on the following information and assumptions:
(Note the disposition of the following items by entering the required information or a statement such as "Not applicable," "Unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or uses.)

The objective and intended use of this project is defined in a Master Plan Study for Orange County Public Safety Facilities prepared by FreemanWhite, Inc., in (1) Expansion Space: Approximately 47,000 GSF March 2002, to house the following Sheriff's Department components: Communications, Sheriff's Administration, Community Services, Training, Vice/Narcotics, Investigations, Evidence, Records/Warrants, Detention Administration/Support and Master Control. (2) Remodeled Space: Approximately 5,800 GSF to house the following: Emergency Management Department on the lower level and Sheriff's Patrol Support/Administration on the upper level.

1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, site location, dimensions or other pertinent information, such as geotechnical reports about the site.)

1.1.2.3 The Owner's Program is:

(Identify documentation, or state the manner in which the program will be developed.)

The Owner's Program was developed by FreemanWhite. The Program is documented in the Orange County Public Safety Facilities Master Plan issued by FreemanWhite, Inc., on April 2002.

1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, state or municipal legal requirements and restrictions of the site.)

County owned property on Church Street in Maitland, FL

1.1.2.5 The financial parameters are as follows:

- 1) Amount of the Owner's overall budget for the Project, including the Architect's compensation, is Seven Million Eighty-Three Thousand Three Hundred Twenty Dollars (\$7,833,320.00).
- 2) Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: Construction: Five Million Eight Hundred Six Thousand Dollars (\$5,806,000) Other Project Cost: One Million Two Hundred Seventy-Seven Thousand Three Hundred Twenty Dollars (\$1,277,320).

1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, start/end or last work completion.)

Design	Eight (8) Months
Bidding	Three (3) Months
New Construction	Fifteen (15) Months
Remodeled Construction	Six (6) Months

1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bidding: Single Phase

1.1.2.8 Other parameters are:

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Identify special characteristics or needs of the Project and its scope, requirements or unique jurisdictional requirements.

Not Applicable

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Ms. Marianne Dillard, Director
Georgetown Procurement Department
415 Pine Street
Walhalla, SC 29691-2145

Robert Banks, County Engineer

Georgetown
415 Pine Street
Walhalla, SC 29691-2145

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

(List name, address and other information.)

To be determined

1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

None Appointed

1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Mr. Charles Reed, Principal
Ferguson/White, Inc.
9601 Arrowridge Boulevard
Charlotte, NC 28273-6665
(704) 586-2425

1.1.3.5 The consultants retained at the Architect's expense are:

(List discipline and, if known, identify them by name and address.)

Civil Engineering:

David S. Floyd
P.O. Box 425
Greenwood, SC 29646

Structural Engineering:

David S. Floyd
P.O. Box 425
Greenwood, SC 29646

1.1.4 Other important initial information is:

New Communications Equipment will be furnished by the County in a budget independent of this project.

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

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1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.2.3.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project, however, the Owner acknowledges that such requirements and in particular the Americans with Disabilities Act (ADA) are subject to various and possibly contradictory interpretations. The Architect will use reasonable professional efforts and judgment to interpret federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect, however, can not and does not warrant or guarantee that the Project will fully comply with all interpretations of the requirements imposed by governmental authorities (including ADA).

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3. TERMS AND CONDITIONS

1.3.1. COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions or the time of bidding and for changes in the Work.

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1.3.2 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, right-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE - See Exhibit "B"

1.3.2.1 Drawings, modifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common-law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, non-exclusive license permitting the Owner to authorize other similarly-credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the license granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to sublicense the Contractor, subcontractors, sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2 in the absence of mutual agreement in writing. If the Architect shall notify the Owner in writing prior to providing such services, if the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the

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Architect. Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.3.2, and to any Reimbursable Expenses described in Subparagraph 1.3.2 and Paragraph 1.3.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

1. change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
2. enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
3. decisions of the Owner not rendered in a timely manner;
4. significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
5. failure of performance on the part of the Owner or the Owner's consultants or contractors;
6. preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
7. change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of legal proceedings or a demand for arbitration and, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

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1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested date of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and Architect, respectively, and themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the contract not performed by the Architect.

1.3.8.8 Should the Owner terminate this Agreement prior to the completion by the Architect of the Construction Administration Services described in Article 2.6, the Owner acknowledges that the inability of the Architect to complete those services provided under this Agreement will significantly increase the cost of loss resulting from, among other causes, misinterpretation of the intent of the design by others, unauthorized modifications, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the Project.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates of authorized advance by the Owner;
5. professional renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
7. reimbursable expenses as designated in Paragraph 1.3.5;
8. other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. The Architect shall provide a summary of reimbursable expenses as a part of the invoice. The Owner may request specific additional back up at no additional cost.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 *Enumeration of Parts of the Agreement.* This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B-141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B-142-1997, or as follows:
(List other documents, if any, defining architect's scope of services.)

1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)
Exhibit "A" - Architect's Rate Schedule
Exhibit "B" - County's Use of Instruments of Service

1.4.2 *Special Terms and Conditions.* Special terms and conditions that modify this Agreement are as follows:
Laws of the State of South Carolina shall govern this Agreement.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Based on 7.8% of Construction Cost. The Estimated Construction Cost, \$5,806,000.
Payment shall be based on the following percentages per phase:

Schematic Design	10.00%	\$ 42,545.00
Design Development	20.00%	\$ 87,090.00
Construction Documents	40.00%	\$174,180.00
Bidding/Negotiation	05.00%	\$ 21,773.00
Contract Administration	25.00%	\$108,852.00
Total	100.00%	\$435,450.00

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(When basis of compensation, including rates and multiples of direct personnel expense for principal and employees, and identify principal and equally employees, if required. Identify specific services to which particular methods of compensation apply.)

Compensation shall be based on an hourly rate for all time spent by the Architect's personnel engaged on the Project. The Architect's current rate schedule is attached (Exhibit "A").

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and two tenths (1.2) times the amount billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.6.2, and any other items included in Paragraph 1.3.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and two tenths (1.2) times the expenses incurred by the Architect, and the Architect's employees and consultants.

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1.5.5 Other Reimbursable Expenses, if any, are as follows:

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)
One Percent (1%) Per Month

1.5.8.1 If the Owner objects to all or any portion of any invoice, the Owner shall notify the Architect of the objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

(Many laws and regulations under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations as the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to delinquency or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

This Agreement entered into as of the day and year first written above.

Oconee County, South Carolina

FreemanWhite, Inc.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name and title)



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*Standard Form of Architect's Services:
Design and Contract Administration*

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

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ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.



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2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work of evaluation prepared or agreed to by the Architect.

2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 5.1 paragraph (b) & (c); or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.7.6 If the Owner chooses to proceed under Clause 2.1.7.5.1 and/or Clause 2.1.7.5.2, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the

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Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 1.3.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments; zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option,

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the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid valuation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction and shall reimburse the Architect for each expense.

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement, unless otherwise modified by written amendment.

2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

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2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.5, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (2) to endeavor to guard the Owner against defects and deficiencies in the Work; and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction access, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor

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through the Architect upon matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.4 SUBMITTALS

2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract

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payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.1.3:

- (1) up to () reviews of each Shop Drawing, Product Data Item, sample and similar submitted to the Contractor.
- (2) up to () visits to the site by the Architect over the duration of the Project during construction shall be no less than twice a month for twenty-one (21) months construction period.
- (3) up to () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- (4) up to () inspections for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.1.3:

- (1) review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- (2) responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- (3) Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of instruments of Service;
- (4) providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- (5) evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- (6) evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to instruments of Service resulting therefrom;
- (7) preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- (8) Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
1. Programming	Architect (Completed)	

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3	Land Survey Services	Architect (Reimbursable)
3	Geotechnical Services	Architect (Reimbursable)
4	Space Schematics/Flow Diagrams	Architect
5	Existing Facilities Surveys	Architect (Completed)
6	Economic Feasibility Studies	Not Provided
7	Site Analysis and Selection	Architect (Completed)
8	Environmental Studies and Reports	Architect (Reimbursable)
9	Owner-Supplied Data Coordination	Owner
10	Schedule Development and Monitoring	Architect
11	Civil Design	Architect
12	Landscape Design	Architect
13	Interior Design	Architect
14	Special Bidding or Negotiation	Not Provided
15	Value Analysis	Not Provided
16	Detailed Cost Estimating	Architect (Detailed Est.)
17	On-Site Project Representation	Not Provided
18	Construction Management	Not Provided
19	Start-up Assistance	Not Provided
20	Record Drawings	Architect
21	Post-Contract Evaluation	Not Provided
22	Tenant-Related Services	Not Applicable
23		
24		
25		

Description of Services
(Insert descriptions of the services assigned.)

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ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services Design and Contract Administration, if any, are as follows:

2.9.1.1 It is understood and agreed that the nature of the design process is such that the construction documents prepared by the Architect under this Agreement will inevitably contain errors, omissions, conflicts, and ambiguities requiring clarification and/or correction during construction. The Owner agrees to allocate One Percent (1%) of the Cost of the Work as a contingency within which the Owner shall not look to the Architect for either responsibility or compensation for costs which might be attributable to errors, conflicts, or ambiguities in the design. Any responsibility of the Architect for the cost of changes in excess of such percentage shall be determined on the basis of applicable contractual obligations and professional liability standards. Nothing in this paragraph shall change the Standard of Care in determining the Architect's liability for cost in excess of the percentage of construction cost stated above. Items which are attributable to unanticipated or latent conditions, changes requested by the Owner, or omissions for which the Owner would have incurred cost had the work been included originally in the Contract Documents are not included within this contingency and will be paid by the Owner from other funding set aside for such purposes.



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2.9.1.2 Reference 2.9.3.2C - If a set of reproducible record drawings are provided by the Architect, it is understood that such drawings are prepared based on marked-up prints, drawings and other data furnished by the Contractor to the Architect. The Contractor is responsible for the completeness and accuracy of the information furnished.

By its execution, this Standard Form of Architects Services, Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

Oconee County, SC

FreemanWhite, Inc.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name and title)

Principal

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FreemanWhite

Consulting
 Planning
 Architecture
 Engineering
 Interiors
 Healthcare
 Justice
 Senior Living

EXHIBIT "A"

808 A. Knowledge Blvd.
 Charlotte, NC 28204-3969
 704.321.2238
 Fax 704.321.2235
www.freemanwhite.com

RATE SCHEDULE

OCONEE COUNTY, SOUTH CAROLINA

SERVICES HOURLY RATE

1.	Principal	\$130.00/hr.
2.	Senior Architect/Engineer	\$115.00/hr.
3.	Architect, Engineer, Designer	\$100.00/hr.
4.	Architect Intern	\$ 80.00/hr.
5.	CAAD/Technical/Clerical	\$ 50.00/hr.

REIMBURSABLE EXPENSES

1.	Automobile (See #7)	\$.40/mile
2.	Printing & Handling (larger than 11 x 17)	\$2.00/Sheet
3.	Copies (11 x 17 or smaller)	\$.10/Sheet
4.	Copies (11 x 17 or smaller, color)	\$1.50/Sheet
5.	Fax	\$1.00/Sheet
6.	Plots (Review sets and construction documents)	\$7.50/Plot
7.	Automobile reimbursement is for trips above and beyond those included as part of Basic Services.	

THE RATES LISTED ABOVE ARE APPLICABLE THROUGH DECEMBER 31, 2002

EXHIBIT "B"

County's Use of Architect's Instruments of Service

Drawings and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use with respect to this project. The Architect and the Architect's consultants shall be deemed the authors of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, the Architect grants to the Owner a non-exclusive license to utilize and reproduce the Architect's Instruments of Service solely for the purpose of constructing, using and maintaining the project. The Owner may use the Instruments of Service for future additions and alterations, but understands this use shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**OCONEE COUNTY BUDGET ORDINANCE
FISCAL YEAR 2002-03
ORDINANCE NUMBER 2002-09**

SECTION 1:

NAME: This Ordinance shall be known as **"THE 2002-03 APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY"**. All Ordinances or sections of Ordinances inconsistent herewith are hereby amended. Provided, however, that this Ordinance shall not alter or cancel Oconee County Ordinance 97-14, **"OCONEE COUNTY PERSONNEL POLICY & PROCEDURE MANUAL"** as amended.

SECTION 2:

PURPOSE: To provide for the levy of taxes and to make appropriations in Oconee County for School and County purposes; to provide for appropriations and direct expenditures of the County for the fiscal year beginning July 1, 2002 and ending June 30, 2003; to provide for the tax millage for general County purposes and for School operational purposes.

SECTION 3:

THE AUDITOR of Oconee County is hereby directed to recommend to the Oconee County Council, sufficient levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property of Oconee County to meet ordinary County and School purposes herein appropriated for the fiscal year beginning July 1, 2002 and ending June 30, 2003, and to sufficiently levy for the payment of any outstanding bonded indebtedness.

SECTION 4:

THAT from the general fund of the County and the revenues derived under **Section 3** of this Ordinance, the following appropriations are hereby made to be expended in conformity and according to the budget submitted by each department head or county official of Oconee County according to such budgets and provisos annexed as "Appendix A".

2002-2003 OCONEE COUNTY BUDGET ORDINANCE

SECTION 5:

ASSESSMENTS: The Assessor of Oconee County is hereby directed to determine true market value of all taxable real property and the Auditor of Oconee County is hereby directed to determine true market value of all taxable personal property located within the County, or in lieu thereof to obtain from the South Carolina Department of Revenue and Taxation the assessment for such property, both real and personal (manufacturing property, both real and personal; automobiles, boats, etc.) and shall assess such property not assessed by the South Carolina Department of Revenue and Taxation as provided by law for the basis of levy of ad valorem taxes necessary to carry out the general purposes of this act.

SECTION 6:

INVENTORY: An accurate inventory of all supplies, materials, and equipment shall be maintained by each department head having such materials, supplies or equipment in his/her charge. From time to time, as County Council may direct, a physical inventory shall be taken to determine the correctness of the records of the County reflecting the inventory charged to such department head.

SECTION 7:

ALL past or previous transfer of funds by order of this Council or previous Councils including present and previous appropriations are hereby validated and confirmed.

Requests for transfers of funds between line items within a departmental budget made by a Department Head, in an amount not to exceed \$5,000 other than the salary line item transfers and/or request(s) to add or delete specific items within a line item may be approved by the County Supervisor upon the recommendation of the Purchasing Agent. Written notification of such transfers shall be provided to the County Council within fifteen (15) days of approval by the County Supervisor. In the event that the Purchasing Agent does not recommend the request, or in the event the County Supervisor does not approve the request, the request may be made directly to the County Council by the department Head. Nothing contained herein shall preclude a Department Head from initiating such a request directly to the County Council. County Council must approve all transfers and line item description changes in excess of \$5,000.

2002-2003 OCONEE COUNTY BUDGET ORDINANCE

SECTION 7 CONTINUED:

Notwithstanding any other provision of this section, the Department Head must obtain prior approval by one of the two methods described above before making a transfer of funds from one line item or category to another line item or category or before obligating Oconee County for purchases not specifically authorized by their Budget Ordinance, as delineated in their budget justification. In the absence of a clearly defined budget justification, approval shall come from the same process as described above.

SECTION 8:

THE appropriations made herein shall not be exceeded, and any officer incurring indebtedness on the part of the County in excess of the appropriations herein made shall be liable upon his official bond.

SECTION 9:

NO officer, elected official or employee of the County shall furnish any services or sell any materials or supplies to the County for pay, except upon open bid, nor shall any employee hold any office that shall conflict with the hours for which he receives pay from the County or in the performance of the official duties, except that a department or agency may at its own discretion, grant a leave of absence, for the period of such conflict. **PROVIDED HOWEVER**, in case of such a leave of absence, the department granting the leave of absence shall employ a qualified substitute for the duration of absence.

SECTION 10:

ALL COUNTY FUNDS received by the Treasurer of Oconee County shall be deposited in the general or special funds of Oconee County and identified by an account number.

THE FINANCE DIRECTOR AND TREASURER of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies, or by the Government of the State of South Carolina or any of its agencies, reflecting the receipt and disposition of special funds and grants.

SECTION 11:

UNEXPENDED appropriated funds for the fiscal year 2001-2002 not previously transferred by July 01, 2002 shall revert to the general fund of the County.

2002-2003 OCONEE COUNTY BUDGET ORDINANCE

SECTION 12:

THE GOVERNING BODY OF OCONEE COUNTY, upon recommendation of the Auditor shall levy sufficient mills upon all taxable property in Oconee County, and the Treasurer shall collect all revenues arising there from, as may be necessary or desirable for general County and School purposes as provided in **SECTION 3** hereof and as may be necessary for the funding of such contingency funds and capital improvements as may be directed by the Oconee County Council. In addition thereto, the Auditor and Treasurer of Oconee County are hereby ordered and directed to fund, from such tax revenues, such bond repayment sinking fund(s), in such amounts as are necessary, so as to provide for an orderly and timely payment of the bonded indebtedness of Oconee County and of the School District of Oconee County, **PROVIDED HOWEVER**, the size and extent of each such fund(s) shall never exceed the total amount necessary to meet one annual payment of interest and principal upon each such sub-obligation. In this regard, it is specifically directed that transfers during the 2001-2002 fiscal year of funds made from the general fund to sinking funds established or required for outstanding bonded indebtedness are hereby specifically ratified and the same shall constitute a lawful and legal transfer from the general fund without necessity of repayment to the general fund from monies collected specifically for the payment of such obligations of the County or of the School District.

SECTION 13:

TRAVEL of all County officers, employees, commission members or other persons performing travel on County business, duly authorized (hereinafter referred to as County Official) shall be reimbursed only for mileage and meals (meals reimbursed from school line item, mileage from travel line item).

MILEAGE shall be reimbursed at the rate of thirty-one cents (\$.31) per mile for travel performed in a vehicle not owned by the County, State or Municipality, or other publicly owned vehicle, or as a passenger in an automobile, the driver of which is receiving reimbursement for travel. Further, travel for only one (1) vehicle is authorized per four (4) County Officials from the same department attending the same meeting unless prior approval is obtained from the Oconee County Supervisor. All claims for travel shall be on a voucher provided by the Finance Director, which shall show the purpose, date and number of miles traveled.

IT IS THE RESPONSIBILITY OF THE COUNTY OFFICIAL TO MAKE LODGING ARRANGEMENTS PRIOR TO EMBARKING UPON SAID TRIP AND TO ARRANGE THROUGH ACCOUNTS PAYABLE TO PROVIDE FOR REPAYMENT OF SAME. IF HE COUNTY OFFICIAL CANNOT ABIDE BY FOREGOING POLICY, PRIOR APPROVAL OF THE COUNTY SUPERVISOR (OR DESIGNEE) MUST BE OBTAINED.

2002-2003 OCONEE COUNTY BUDGET ORDINANCE

SECTION 13 CONTINUED:

A County Official may be reimbursed for expenses of meals incurred during traveling overnight out of the County of official business not to exceed **FORTY-FIVE (\$45.00) PER DAY.**

A County Official may be reimbursed for expenses of meals incurred during traveling one (1) day out of County on official business not to exceed **FIFTEEN DOLLARS (\$15.00) PER DAY.**

WHEN lodging is required, the County Official is expected to stay at a standard medium priced hotel/motel whenever possible. If a County Official is to attend a formal meeting, conference or convention he may stay at the hotel where the meeting is being held. The County will pay no more than the regular single room rate per person. Receipts must be presented for all lodging. Advance payments may be made to cover the anticipated travel expense with the approval of the County Supervisor.

ALL RECEIPTS FOR ADVANCE PAYMENTS MADE TO COVER THE ANTICIPATED TRAVEL EXPENSES MUST BE RETURNED TO ACCOUNTS PAYABLE NO LATER THAN FIVE (5) WORKING DAYS AFTER THE INCURRED EXPENSE OR ALL MONIES OR PORTION OF MONIES UNACCOUNTED FOR, BY WAY OF RECEIPT, SHALL BE RECEIPTED BACK TO THE TREASURER'S OFFICE CREDITING THE ACCOUNT FROM WHICH THE ADVANCE PAYMENT WAS TAKEN, WITH RECEIPT THEN BEING RETURNED TO THE ACCOUNTS PAYABLE OFFICE WITHIN THE SAME FIVE (5) DAY PERIOD.

ANY COUNTY OFFICIAL WHO DOES NOT FOLLOW THIS PROCEDURE WILL BE HELD PERSONALLY RESPONSIBLE AND ACCOUNTABLE TO OCONEE COUNTY FOR THE REPAYMENT OF THESE FUNDS. ALL EXPENSES (MEALS, HOTELS, ETC) MUST BE SUPPORTED BY EXPENSE REPORTS AND DATED RECEIPTS. NO DEPARTMENT MAY EXCEED THEIR BUDGETED AMOUNT FOR TRAVEL.

SHOULD it be necessary for any County Official to engage in travel upon and in the furtherance of County business, not provided for in the budget of such official's department, such travel shall be authorized by the approval of Oconee County Council. No County equipment or property shall be used for the benefit of any private person, firm or corporation except as may be specifically authorized by appropriate Ordinance of Oconee County Council.

2002-2003 OCONEE COUNTY BUDGET ORDINANCE

SECTION 14:

ALL purchases or contracting for the purchase of equipment, materials, supplies, goods, wares, merchandise, services or anything whatsoever needed and used for county purposes, shall be purchased or contracted according to Ordinance 2001-15, "AN ORDINANCE TO ESTABLISH CENTRALIZED PROCUREMENT REGULATIONS AND REPLACING ORDINANCE NO. 85-12" not to include the Superintendent of Education. Petty cash funds are hereby authorized if such be necessary to carry out this section. Subject to the provisions of such ordinance, when such purchasing or placing of orders is made, the equipment, materials, goods, wares, merchandise or services needed shall be purchased from firms or individuals within this state, and whenever possible or practical within Oconee County, whenever such firms or individuals are reliable and offer equipment, materials, goods, wares, merchandise or services of equal quality and specifications with like goods from outside the State or County and at a price equal to or less than the price submitted by such nonresident bidders.

SECTION 15:

"APPENDIX A" of this Ordinance contains the per line item break down of the budget for each office or activity funded herein, and incorporated herein by reference. Additionally, additional detail regarding line item justification presented concurrently with "Appendix A" is herein incorporated by reference. Any recipient of County funds who is not a part of the County Government shall furnish an itemized statement of monies expended by such recipient from the appropriation to such recipient not later than thirty (30) days following the end of the fiscal year for which such appropriation is made.

SECTION 16:

ALL long distance calls made on telephones owned by Oconee County and payable by Oconee County and all calls for which a toll or fee is charged to Oconee County will be logged on a form provided by the Oconee County Council, signed by the department head and kept in the department for review upon request.

WHEN a County Official makes a personal long distance call, the official **must** use his/her calling card or charge it to his/her home phone number.

2002-2003 OCONEE COUNTY BUDGET ORDINANCE

SECTION 17:

CLOTHING furnished by Oconee County to prisoners assigned to the Oconee County Law Enforcement Center shall be distinctly marked as determined by the Oconee County Law Enforcement Committee and the Oconee County Law Enforcement Director, **PROVIDED HOWEVER**, the marked clothing shall be other than the prisoner's shirt. Prisoners working outside the Law Enforcement Center shall wear clothing furnished by Oconee County.

SECTION 18:

SALARY LINE ITEM TRANSFERS may be made within a departmental budget administratively upon recommendation of the Department Head/Elected Official and approval of the County supervisor for the purpose providing for: (1) temporary employment to replace an employee on leave as per county policy; (2) vacation compensation due by reason of retirement or resignation in good standing as defined by county policy; and (3) for a new employee starting at a pay step above entry level as per county policy.

SECTION 19:

THE CLASSIFICATION AND COMPENSATION STUDY completed by MGT of America, Inc. as authorized by the Oconee County Council is hereby included in this Ordinance.

THE COUNTY COUNCIL, by action, duly assembled is authorized to create or abolish, approve and fund such employment positions, together with the job descriptions, requirements, salary and benefits, therefor as may be deemed necessary and appropriate by the County Council for the operation of County Government to include the approval of such matters as to existing staff positions.

THE COUNTY COUNCIL SALARIES will be provided in an amount of \$8,000 for Council Members whose terms begin with the calendar year following the next general election.

SECTION 20:

SENIOR DEPUTY: deputies are eligible for promotion to Senior Deputy upon completion of five (5) years experience in Oconee County Law Enforcement, a satisfactory *Employee's Performance Analysis* and upon recommendation of the Oconee County Sheriff.

2002-2003 OCONEE COUNTY BUDGET ORDINANCE

SECTION 21:

HOLIDAYS: In addition to the holidays reflected in Ordinance 97-14, "OCONEE COUNTY PERSONNEL POLICY & PROCEDURE MANUAL", the following holidays will be observed by Oconee County:

Confederate Memorial Day
Martin Luther King's Birthday

SECTION 22:

IF ANY PROVISION, PARAGRAPH, WORD, SECTION OR ARTICLE of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

APPROVED & ADOPTED on third and final reading this day of June, by a vote of:

Opal O. Green
Council Clerk

**OCONEE COUNTY BUDGET ORDINANCE NUMBER 2002-09
FISCAL YEAR 2002-2003**

FUND 10, LOCAL & GENERAL FUND - REVENUES

DESCRIPTION	AMOUNT
Local Revenues (80)	\$ 29,351,118
State Revenues (81)	\$ 3,067,209
Federal Revenues (82)	\$ 717,278
Overall Total - FY02 Fund 10 Revenues	\$ 33,135,605

FUND 10, LOCAL & GENERAL FUND - EXPENSES

PUBLIC SAFETY		
Dept. No.	Department Name	Amount
101	Sheriff's Department	\$ 3,897,241
102	Rural Fire Control	\$ 1,381,746
103	Coroner	\$ 96,897
104	Communications	\$ 729,176
105	Emergency Preparedness	\$ 254,021
106	Law Enforcement Center	\$ 1,284,879
107	OLEC Computer Center	\$ 47,200
108	Juvenile Services	\$ 26,350
109	Probation Office	\$ 5,900
110	Animal Control	\$ 93,897
Total - Public Safety		\$ 7,766,956

CULTURE & RECREATION		
Dept. No.	Department Name	Amount
201	Arts & Historical Commission	\$ 135,247
202	Parks, Recreation & Tourism	\$ 975,690
205	Literary	\$ 664,193
Total - Culture & Recreation		\$ 1,775,128

TAXES		
Dept. No.	Department Name	Amount
301	Assessor	\$ 583,645
302	Auditor	\$ 244,376
303	Board of Assessment Appeals	\$ 12,358
304	Computer Tax Center	\$ 124,633
305	Tax Collector	\$ 170,484
306	Treasurer	\$ 232,235
Total - Taxes		\$ 1,367,731

HEALTH & WELFARE		
Dept. No.	Department Name	Amount
401	Charity Medical	\$ 370,521
402	Department of Social Services	\$ 10,883
403	Health Department	\$ 61,413
404	Veterans Affairs	\$ 92,843
Total - Health & Welfare		\$ 535,660

HIGHWAYS & STREETS		
Dept. No.	Department Name	Amount
601	Road Department	\$ 3,628,902
Total - Highways & Streets		\$ 3,628,902

HEALTH & WELFARE		
Dept. No.	Department Name	Amount
501	Clerk Of Court	\$ 480,286
502	Probate Judge	\$ 260,754
503	Register Of Deeds	\$ 280,724
504	Solicitor	\$ 292,014
505	Walhalla Magistrate	\$ 203,694
506	Seneca Magistrate	\$ 185,036
507	Westminster Magistrate	\$ 89,724
Total - Health & Welfare		\$ 1,775,099

GENERAL SERVICES		
Dept. No.	Department Name	Amount
701	Boards & Commissions	\$ 12,784
702	Building Codes/ E-911 Addressing	\$ 367,280
703	Capital Improvement	\$ 60,000
704	County Council	\$ 141,136
705	County Grants	\$ 910,664
706	Delegation	\$ 41,228
707	Economic Development	\$ 449,781
708	Finance Department	\$ 801,285
709	General Expenses	\$ 5,902,000
710	Human Resources	\$ 280,589
711	Information Technology	\$ 256,400
712	Planning Commission	\$ 128,088
713	Procurement	\$ 153,250
714	Public Buildings Maintenance	\$ 453,441
715	Registration & Elections	\$ 110,565
716	Soil & Water Conservation	\$ 87,821
717	Office of the Supervisor	\$ 186,193
718	Solid Waste Transfer To Enterprise Fund	\$ 2,739,228
720	Aeronautics Commission	\$ 503,619
721	Vehicle Maintenance Facility	\$ 1,849,597
752	Environmental Services	\$ 178,250
801	Fund Distribution	\$ 191,000
805	Distribution For Bond Sinking Fund	\$ 1,222,890
Total - General Services		\$ 16,597,448

Overall Total - FY02 Fund 10 Expenses	\$ 33,135,605
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**OCONEE COUNTY BUDGET ORDINANCE NUMBER 2002-09
FISCAL YEAR 2002-2003**

FUND 13 - SPECIAL REVENUES

DESCRIPTION	AMOUNT
Local Revenues (80)	\$ 38,000
State Revenues (81)	\$ 352,250
Fund 13 - Total Revenues	\$ 390,250

DESCRIPTION	AMOUNT
Department Expense	\$ 390,250
Fund 13 - Total Expenditures	\$ 390,250

FUND 16 - SOLID WASTE ENTERPRISE FUND

DESCRIPTION	AMOUNT
Local Revenues (80)	\$ 3,586,228
State Revenue (81)	\$ 75,000
Fund 16 - Total Revenues	\$ 3,665,228

DESCRIPTION	AMOUNT
Solid Waste Expenditures	\$ 3,665,228
Fund 16 - Total Expenditures	\$ 3,665,228

FUND 14 - AGENCY FUNDS

DESCRIPTION	AMOUNT
School Taxes (Operational)	\$ 44,366,103
National Forestry - School	\$ 63,000
<i>Sub-Total (School Operational)</i>	<i>\$ 44,419,103</i>

School Taxes (Bonds)	\$ 4,010,411
Tri-County Technical College	\$ 652,771
Tri-County Technical College (Bonds)	\$ 266,615
Fund 14 - Total Revenues	\$ 49,348,900

DESCRIPTION	AMOUNT
School (Operational)	\$ 44,011,903
Technology	\$ 344,200
National Forestry	\$ 63,000
School Bonds	\$ 4,010,413
<i>Sub-Total (School Expenditures)</i>	<i>\$ 48,429,516</i>
Tri-County Technical College	\$ 652,771
Tri-County Technical College (Bonds)	\$ 266,613
<i>Sub-Total (Tri-County Tech Expenditures)</i>	<i>\$ 919,384</i>
Fund 14 - Total Expenditures	\$ 49,348,900

FUND 17 - ROCK QUARRY ENTERPRISE FUND

DESCRIPTION	AMOUNT
Rock Quarry Revenues	\$ 2,542,243
Fund 17 - Total Revenues	\$ 2,542,243

DESCRIPTION	AMOUNT
Rock Quarry Expenditures	\$ 2,542,243
Fund 17 - Total Expenditures	\$ 2,542,243